

COLLECTIVE BARGAINING AGREEMENT
between
LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
and
THE VILLAGE OF HASTINGS-ON-HUDSON
June 1, 2019 to May 31, 2026

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AGREEMENT effective the 1st day of June 2019, by and between the **VILLAGE OF HASTINGS ON HUDSON**, County of Westchester, State of New York, (hereinafter referred to as the "VILLAGE" or "EMPLOYER") and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, 160 South Central Avenue, Elmsford, New York (hereinafter referred to as the "UNION").

ARTICLE I

UNION RECOGNITION, UNION SECURITY AND CHECK-OFF

Section 1: The Village recognizes the Union as the bargaining agent for all full-time employees now or hereafter employed by the Village in the Departments of Public Works and Parks and Recreation with the exception of the General Foreman, part-time employees, seasonal employees, confidential employees and any white collar employees employed in said departments.

Section 2: All employees covered by this Agreement shall have the right to become and remain members of the Union should they so desire. Upon receipt of Union dues from the Village, the Union agrees to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments brought or issued against the Village as a result of any action taken or inaction by the Village under the provisions of this article.

Section 3: The Village agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts designated by the Union as dues and will forward such monies to the Union together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

ARTICLE II

SALARIES

Section 1: There shall be granted across-the-board salary increases for all bargaining unit employees covered by this Agreement as follows:

Effective June 1, 2019 – 2.00%
Effective June 1, 2020 – 2.00%
Effective June 1, 2021 – 2.50%
Effective June 1, 2022 – 2.75%
Effective June 1, 2023 – 2.50%
Effective June 1, 2024 – 2.50%
Effective June 1, 2025 – 2.50%

Section 2: All salary increases shall be applied to base salary rates and are set forth in Appendix "A" of this Agreement.

Section 3: The employees shall be paid on a bi-weekly basis. The bi-weekly salary shall be determined by dividing the annual salary by the number of biweekly pay periods in the fiscal year.

An individual's weekly rate of pay at any given time shall be determined by dividing the individual's then annual salary by 52; his/her hourly rate of pay by forty (40) hours. An individual's per diem rate of pay at any given time shall be determined by dividing the individual's then annual salary by 260.

Section 4: Employees hired in a full time capacity before June 5, 2018 who are assigned to a Recycling Route will not, if they complete their Recycling Route, be excused from duty until 12:00 p.m., or completion of their Recycle Route, whichever is later. Such employees shall be paid eight (8) hours pay, plus the daily Recycle Rate of \$68.00. If they are required to perform duties after 12:00 p.m. or completion of their Recycle Route, whichever is later, they will receive additional pay for such duties at their normal hourly rate until 3:30 p.m. and at the appropriate overtime rate after 3:30 p.m.

Employees hired in any capacity other than full-time (e.g., part-time, seasonal) before June 5, 2018 who are assigned to a Recycling Route will be paid eight (8) hours pay, plus the daily Recycle Rate of \$68.00, but shall not be eligible to be excused from duty before the end of their regular eight (8) hour work day at 3:30 p.m.

Employees hired in any capacity on or after June 5, 2018 who are assigned to a Recycling Route will not be eligible for the daily Recycle Rate of \$68.00, and shall not be eligible to be excused from duty before the end of their regular eight (8) hour work day at 3:30 p.m.

Section 5: Members may select compensatory time for overtime worked to a maximum of thirty-two (32) hours at any given time during the period June 1 to the last pay period of November of each year.

Compensatory time is earned at the same rate as overtime rate.

If you use all or part of your compensatory time, you may accrue up to thirty-two (32) hours during the period of January 1 to the last pay period of November. You may take all or any portion to refill your bank but may not exceed thirty-two (32) hours.

For purposes of taking compensatory time, the employee must apply to the General Foreman not less than three (3) and no more than thirty (30) days prior to the time to be taken. Such requests may be denied by the General Foreman but must not be for arbitrary reasons.

For recording purposes, accumulated compensatory time shall be January 1 of each year to the last pay period of November. The unused compensatory time shall be paid to a maximum of thirty-two (32) hours of compensatory time in the last pay period in November. Unused compensatory time accumulated from the last pay period in November of the prior year to the last pay period of November in the current year will be paid in the last pay period of November in the current year. (In other words, compensatory

time earned in December may be carried into the next (current) year but in no event can accrued compensatory time exceed 32 hours.).

ARTICLE III POSITIONS CREATED

Section 1: The Village shall create the position of Heavy Motor Equipment Operator (I) for the operation of the street sweeper and Heavy Motor Equipment Operator (II) as defined in Appendix "A" attached to this Agreement.

Section 2: The position of skilled Laborer shall include the performance of carpentry, masonry, electrical, painting, sewer work, power saw and jack hammer.

ARTICLE IV LONGEVITY INCREMENTS

Section 1: Annual longevity rates shall be as follows:

	6/1/19	6/1/20	6/1/21	6/1/22	6/1/23	6/1/24	6/1/25
After completion of 5 years of service:	\$975.00	\$975.00	\$1,025.00	\$1,075.00	\$1,125.00	\$1,175.00	\$1,175.00
After completion of 10 years of service:	\$1,075.00	\$1,075.00	\$1,125.00	\$1,175.00	\$1,225.00	\$1,275.00	\$1,275.00
After completion of 15 years of service:	\$1,200.00	\$1,200.00	\$1,250.00	\$1,300.00	\$1,350.00	\$1,400.00	\$1,400.00
After completion of 20 years of service:	\$1,325.00	\$1,325.00	\$1,375.00	\$1,425.00	\$1,475.00	\$1,525.00	\$1,525.00

Section 2: The longevity bonus is to be measured from the anniversary date of the employee's initial employment and shall apply to all bargaining unit employees as of the effective date of this Agreement. The longevity increments set forth above are NOT cumulative.

Section 3: Longevity increments shall be paid on the employee's anniversary dates. They are considered as part of base pay for the purposes of overtime pay, holiday, vacation pay, etc.

ARTICLE V OVERTIME AND CALL-BACK

Section 1: Overtime pay shall be at the rate of time and one-half (1½) for any time worked more than eight (8) hours in any day or forty (40) hours in any week. Hours paid for but not worked will be considered as hours worked for the purposes of entitlement to daily or weekly overtime.

Section 2: Every employee shall be required to work overtime unless a valid excuse is presented.

Section 3: The Village has, in consultation with the Union, developed a procedure for the distribution of overtime work on the basis of seniority within the separate classifications. An employee's refusal to work overtime shall result in his/her being placed at the bottom of the list for consideration of further overtime work within the employee's classification (Appendix "B").

Section 4: In the event an employee is required to work during a paid holiday, or to work any overtime on said paid holiday, he/she shall be paid for the time actually worked at the rate of time and one-half (1½) his regular rate plus holiday pay, except that if employees are required to work on Christmas Day, New Year's Day, Easter Sunday, or Thanksgiving Day, and work performed on those days will be paid at the rate of twice (two times) his/her regular rate of pay. For the purposes of this overtime provision, the "holiday" to which overtime applies shall be only the day on which the holiday is celebrated by the Village—e.g., Friday if the holiday falls on a Saturday.

Section 5: In the event that work continues into an employee's day off, overtime compensation shall be paid for the time worked if that employee has actually worked forty (40) hours during that week.

Section 6: Any employee called back to work outside of his/her normal working hours, shall be paid at the appropriate overtime rate for that day for any time worked in excess of eight (8) hours in any day or forty (40) hours in any week, and shall be paid for a minimum of four (4) working hours, regardless of the actual time worked, or time worked at the appropriate overtime rate in excess of four hours.

ARTICLE VI HOURS OF WORK, LUNCH AND COFFEE BREAKS

Section 1:

1. The hours of work for the employees covered by this Agreement shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday. This represents an eight (8) hour workday and an unpaid one-half (1/2) hour lunch.
2. Sanitation/recycling employees shall be defined as those employees regularly assigned to a sanitation/recycling route, as well as other

employees temporarily assigned to any of the sanitation/recycling routes during the periods so assigned.

3. Notwithstanding the above, on at least two (2) days designated by the Village each week ("Incentive Plan Days"), Employees assigned to sanitation/recycling collection who were initially hired by the Village before June 5, 2018, who have completed their routes for the day, shall be entitled to leave at 12:00 P.M., or upon completion of their route, whichever is later, without loss of pay, except in those weeks in which a sanitation/recycling day may be cancelled on one or more days due to an emergency (e.g., inclement weather). If such employees (those initially hired before June 5, 2018) are assigned to perform additional duties after the later of 12:00 p.m. or the completion of their route on designated Incentive Plan days, they shall receive additional pay for such duties at their regular hourly rate until 3:30 p.m. Entitlement to overtime pay (1.5x their regular hourly rate) for such employees (those initially hired before June 5, 2018) shall not commence until after the completion of the normal workday; i.e., 3:30 P.M. There shall be no material alteration of routes pursuant to section 5 below that increases the sanitation/recycling collection on Incentive Plan days for employees who were initially hired by the Village before June 5, 2018.

The Village shall designate by no later than November 1, 2022 which two days of the week (e.g., Thursday and Friday) shall be Incentive Plan Days. Thereafter, the Village shall have discretion to alter such designated days provided that the Village gives the Union a minimum of fourteen (14) calendar days' written notice of the change prior to the week in which the change will become effective.

Section 2: During the holiday weeks, the workday for those employees assigned to sanitation/recycling collection on "Incentive Plan Days" shall begin at 7:00 a.m. and continue until their routes are completed.

Section 3: Employees hired and assigned to the Sanitation Department before June 5, 2018 shall not be involuntarily transferred by the Village to the Highway Department.

The Department will post employment opportunities and all employees will be given the opportunity to apply and be considered before a position in the bargaining unit is filled.

Section 4: If the Village intends to alter the number of current sanitation routes (currently 6 total routes, consisting of 3 routes per day on 2 days) or recycling routes (currently 6 total routes, consisting of 3 routes per day on 2 days), the following procedure will be followed before any changes thereto may be implemented:

- a. The parties shall meet as part of the Labor Management Committee process set forth in Article XXIV to study and discuss the possibility of improved efficiencies in sanitation/recycling and the Department of Public Works. Such discussions shall take place at a minimum during the first two (2) full calendar months following ratification of the Contract;
- b. The Village shall thereafter provide written notice to the Union of any changes it intends to implement;
- c. The parties shall meet at a mutually convenient time within fourteen (14) calendar days of the Village's notice for the purpose of discussing the changes proposed by the Village;
- d. The Union shall be provided a minimum of fourteen (14) calendar days following the meeting to provide to the Village with such information and/or input as it deems relevant;
- e. The Village shall consider the Union's input in good faith;
- f. The Union shall be provided the opportunity to meet at a mutually convenient time with the Village Manager following the submission of its input/information to discuss any further questions or concerns they have regarding the changes the Village intends to implement;
- g. The Village Manager shall consider the Union's input in good faith;
- h. Upon written demand of the Union, the Village shall negotiate the impact of any changes it implements following completion of the process set forth above.

Section 5: The starting time for employees covered by this agreement shall not be altered, except by mutual agreement of the parties in writing, signed by the authorized representative of the Union and the Village.

Section 6: The lunch period for all employees shall be one-half (½) hour will be a period without compensation.

Section 7: Each employee shall be entitled to a ten (10) minute paid coffee break on the job at approximately 10:00 A.M. and 2:00 P.M.

Section 8: All unit members shall be required to "clock in" when they commence their work shift and "clock out" when they end their work shift using a time keeping system selected in the sole discretion of the Village, for all shifts worked. Employees shall not be required to utilize their personally owned electronic devices for such timekeeping purposes.

No employee shall alter, deface, destroy, remove or otherwise tamper with any time clock or attendance or time recording devices.

Employees are reminded that they are only authorized to perform work prior to the start of their scheduled shift or after the end of their scheduled shift if they receive prior authorization from their supervisor to do so. Employees are further reminded that they are not permitted to perform any work that is not reflected on their time record. Employees should review their paystubs for accuracy and if there is any discrepancy between their recorded hours and their actual work hours, for any reason, they should immediately report this to their supervisor(s) in writing.

ARTICLE VII HOLIDAYS

Section 1: There shall be twelve (12) holidays with pay for employees on the active payroll. These holidays are:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Plus one (1) "Floating Holiday" which must be used in the fiscal year (June 1 to May 31) on the day requested (in writing) by the employee to the General Foreman which may not be denied for arbitrary reason.

Section 2: Employees required to work on any of the above holidays shall receive his normal daily pay for the holidays and time and one-half (1½) his normal hourly wage rate for the hours worked, except that if work is performed on Christmas Day, New Year's Day, Easter Sunday and/or Thanksgiving Day, employees shall receive their normal daily pay for the holiday and twice his normal hourly wage rate for the hours worked.

Section 3: Holidays shall be celebrated on the day on which it is a legal holiday in the State of New York should there be any conflict with the day designated by the federal government.

Section 4: In the event any of the aforementioned holidays fall on a Sunday, it shall be observed as a holiday on the following Monday and when such a holiday falls on a Saturday, it shall be observed as a holiday on the preceding Friday, except the actual date of the holiday will be observed in the event the actual date of the holiday is a normal workday.

ARTICLE VIII SICK LEAVE

Section 1: Sick leave shall be granted for sickness or injury and for absence due to quarantine in the family. The Village requires a doctor's certificate verifying an illness when sick leave in excess of two (2) working days is requested or whenever sick

leave abuse is suspected, sick leave abuse shall be determined solely by the Village. No sick leave shall be paid to the employee until the requested document is provided to the Village. The parties understand and agree that sick leave is to be used only when the employee is unable to attend work due to illness and that any other use of sick leave constitutes dishonesty and is grounds for immediate termination of employment. The Village retains the full option to require an employee to submit an examination by a doctor of the Village's choice in cases where sick leave abuse is suspected.

Section 2: Employees shall earn sick leave at the rate of one (1) day per month (credited at the end of each month of service) to a maximum of two hundred and sixty (260) days of unused sick leave.

Section 3: Upon retirement, employees shall be paid for accumulated unused sick leave according to the following schedule: credit for up to one hundred sixty-five unused sick days will be given in accordance with New York Retirement and Social Security Law § 41(j); accrued and unused sick days in excess of one hundred sixty-five (165) up to a maximum of two hundred and sixty (260) days shall be paid at a rate of \$55.00 per day.

- A. Continuous service shall mean any month in which an employee works his/her scheduled time less a maximum of twelve (12) days sick leave and any bereavement or personal leave days that month.
- B. Unused personal leave at the end of the year shall be added to the accumulated sick leave.

Section 4: In the event of the death of an employee, provided that as of the date of death said employee who has on the books at least sixty (60) days of unused accumulated sick leave, the Village shall pay the deceased employee's estate, as the case may be, for all his/her accumulated sick leave at the rate in effect pursuant to Section 2 above.

Section 5: The Village shall calculate the number of sick leave entitlement days computed from the first day of an employee's employment as an employee under this Agreement less the number of days taken as sick leave during the same period, so that the employee shall have a bank to his/her credit consisting of the difference between days credited under the prior formula and days utilized as sick leave. Schedule "E" annexed hereto indicates the number of days of unused sick leave accumulated standing to the credit of each employee as of the contract effective date.

Section 6: In order for absence to be allowable as sick leave, it must be reported to the Public Works Garage by 7:00 a.m. and leave a message on voice mail. Failure to report such absence and the reason therefor, and the estimated date of return, shall constitute an unauthorized absence which will be charged against vacation allowance and shall be cause for disciplinary action and may result in the suspension or discharge of the employee by the Board of Trustees.

Section 7: Evidence of illness, injury or quarantine may be required by the department head after one (1) day's absence and will be required after four (4) day's absence. Such evidence may be in the form of a medical certificate, affidavit or other documentation, and the Village Manager may appoint such physician or physicians as he/she shall deem necessary to examine an employee during the course of his illness or upon his/her return to duty.

Section 8: Sick Leave Bonus Program:

- A. The Village shall make cash payments annually to employees who do not use their sick leave credits in accordance with the following schedule:

<u>Sick Days Taken</u>	<u>Bonus Hours Paid</u>
0	32
1	32
2	16
3 or more	0

Effective December 1, 2022, the chart in the preceding paragraph shall be null and void and replaced with the following:

<u>Sick Days Taken</u>	<u>Bonus Hours Paid</u>
0	48
1	32
2	16
3 or more	0

- B. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2,080 hours.
- C. Benefits under this program are based on attendance from December 1st of each year through November 30th of the following year. The bonuses will be paid to eligible employees who are on the payroll on November 30th and who are continuously employed by the Village for the year immediately preceding that date.
- D. Normal accrual and accumulation of sick leave by an employee shall continue and shall not be affected by the bonus payment.

Section 9: Subject to the prior approval of the Board of Trustees, an employee may be granted an additional fifteen (15) days of sick leave.

ARTICLE IX BEREAVEMENT LEAVE

Each employee shall be entitled to a maximum of three (3) days bereavement leave in the event of each death of an immediate member of such employee's family, (i.e., spouse, child, mother, father, mother-in-law or sister-in-law). One (1) day maximum annual bereavement leave shall be granted for any other relative of the employee.

ARTICLE X VACATION

Section 1: Vacation time shall be effective on a calendar year basis for each employee. Vacation must be used in the calendar year in which it is earned and cannot be accumulated, except that up to five (5) vacation days may be carried over from one calendar year to the next provided such days are utilized by no later than March 30th of the succeeding year

Section 2: During the first calendar year of employment employees will accrue vacation time at a rate of 0.83 days per month between their date of hire and December 31 of that calendar year. On the first January 1 following their date of hire and every January 1 thereafter, employees will be advanced the number of days currently listed in Section 2 for use during that calendar year. In those calendar years in which an employee will reach a new tier of increased vacation days, the employee will accrue a pro-rated allotment of their new vacation tier days between their anniversary date and the following December 31st. Thereafter, they will be advanced their full vacation allotment at the new vacation tier on January 1 of each subsequent year.

Length of Employment

Vacation Period

During first calendar year of continuous employment

0.83 days per month of active service

During second calendar year of continuous employment through the end of the 5th year
After 5 years of continuous employment to 12 years of continuous employment

10 working days
(2 weeks)

16 working days
(3 weeks and 1 day)

After 12 years of continuous employment to 20 years of continuous employment

21 working days
(4 weeks and 1 day)

After 20 years of continuous employment and thereafter

24 working days
(4 weeks and 4 days)

When an employee separates from employment, their vacation shall be pro-rated based on the number of days in the calendar year that have elapsed on the day of the employee's separation. If an employee separates from employment, any vacation advanced beyond the amount earned will be deducted from the employee's last check. If the last paycheck is insufficient to cover the cost of the days advanced, the employee shall be responsible to reimburse the Village for the remaining balance of the excess vacation.

Section 3: The department head shall have the right to schedule vacations. Subject to the discretion of the department head, choices of vacation time shall be determined on the basis of seniority of employees. In no event shall more than three (3) employees of the Public Works Department be on vacation at the same time. Vacation can be used in half-day increments, but only in the afternoon.

Section 4: The department head shall prepare and post a vacation schedule for the department by February 1st of each year. The department head shall prepare a vacation schedule which shall not be inconsistent with the fulfillment of normal routine duties of a department and shall conform with anticipated work requirements.

Section 5: 'Continuous employment' shall mean that the employee actually worked a minimum of 75% of the twelve month period (or 6 months for new hires) preceding the accrual of a new year's allotment of vacation. Leaves of absence and absence for illness in excess of accumulated and current sick leave shall be considered to a time in which the employee was scheduled to work.

ARTICLE XI PERSONAL LEAVE DAYS

Section 1: Every full-time employee covered by this Agreement shall be allowed up to four (4) working days per year (calendar year) with pay to attend to personal business or needs. Such personal leave shall not be cumulative but shall be in addition to normal vacation time and sick leave.

Section 2: Requests for personal leave must be made in writing at least forty-eight (48) hours in advance and the reason for such personal leave must be made known to the department head. Emergency leave will be considered at any time.

Section 3: Personal leave shall be allowed by the department head only where in the discretion of said department head such personal leave will not adversely affect the operation of the department.

Section 4: Personal leave shall not be unreasonably denied by the department head.

Section 5: Unused personal leave not used by December 31 of each year, shall be credited to sick leave accumulation.

ARTICLE XII MEDICAL AND DENTAL INSURANCE

Section 1: Employees hired prior to May 31, 2013, covered by this agreement and their eligible dependents, shall be covered by the Village by the New York State Government Employees Health Insurance Plan (H.I.P.), or its equivalent.

- A. Employees hired on or before May 31, 2014, shall contribute, by payroll deduction, \$700.00 per year for family coverage. Those employees enrolled in individual coverage shall contribute \$500.00 per year.
- B. Employees hired after May 31, 2014, but before June 5, 2018, shall contribute, by payroll deduction, \$900.00 per year for family coverage or \$600.00 per year for individual coverage.
- C. Employees hired on or after June 5, 2018, shall contribute in the first year of employment, by payroll deduction, \$900.00 per year for family coverage or \$600.00 per year for individual coverage. Thereafter, they shall contribute ten percent (10%) of the applicable premium.
- D. The Village shall implement an Internal Revenue Code §125 plan allowing for pre-tax employee contribution for medical insurance benefits no later than August 5, 2018.

Section 2: Upon completion of twenty (20) years of service with the Village, the Village shall provide retired employees and their eligible dependents with H.I.P. The Village shall pay one hundred (100%) percent of the cost of H.I.P. for retired employees who were hired by the Village before June 5, 2018, and voluntarily retired after May 30, 1978. For employees hired on or after June 5, 2018, the Village shall pay ninety percent (90%) of the cost of H.I.P. Provision of H.I.P. shall continue so long as the retired employee does not become substantially re-employed by an employer who has made provision to provide the same benefits. This exception shall continue only so long as such retired employee is so employed in retirement.

Section 3: In the event that the spouse or other eligible family member of the retired employee has in effect hospitalization and medical benefits plan coverage as a result of group participation, the same as H.I.P., the Village shall not be required to cover said employee or his/her eligible family members with any hospital or medical or doctor insurance coverage. This exception shall be continued only as long as the spouse or other retired member is so employed.

Section 4: Employees shall receive fully paid dental insurance on the employee and their eligible dependents. Said dental insurance shall be the current plan or equivalent coverage as agreed to by the Union and the Village.

Section 5: Employee(s) may, at the employee's sole option, waive the health plan provided by the Village and shall be paid by the Village \$3,000.00 per year if the

employee waived individual coverage plan and/or \$6,000.00 per year if the employee waived family coverage.

- A. In order to be eligible for the payment set forth herein, the applicant must submit to the Village Manager documentation that he/she must prove that he/she is covered by an alternate plan which provides that he/she has in effect a health insurance plan which provides him/her and eligible dependents coverage as good or better than the plan provided by the Village (New York State Employees Health Insurance Plan (H.I.P.)).
- B. An employee who has waived his/her health plan provided by the Village (individual or family), but that alternate plan is no longer available to the employee, the employee must notify the Village Manager, in writing, and the Village Manager shall reinstate the employee to the Village coverage at the earliest possible date.
- C. Employees who reenter the Village's health plan during the fiscal year shall be entitled to a prorated portion of the annual payment.

ARTICLE XIII RETIREMENT BENEFITS

Section 1: All employees covered by this Agreement shall be covered by 75-i of the New York State Employees Retirement System in accordance with all applicable New York State Rules and Regulations.

Section 2: The Village has previously adopted and shall continue to apply to all employees covered by this Agreement, Section 41-j of the New York State Retirement System law allowing the application of up to one hundred sixty-five (165) days of unused accumulated sick leave as additional retirement credit and Section 60-b of said New York State Retirement System law providing for a death benefit of three (3) times average salary, maximum of \$20,000.00, for employees covered by said Retirement Plan prior to July 1, 1973.

ARTICLE XIV UNIFORM ALLOWANCE

Section 1: Employees shall receive Seven Hundred Twenty (\$720.00) Dollars annual credit towards the replacement of shoes, outerwear and other items not furnished them or replaced for them by the Village as part of their regular uniform. The Village shall continue the present practice of providing laundry service for soiled uniforms. The annual stipend shall be pro-rated in the event an employee is absent from work for more than twenty (20) work days (not including vacation, personal leave or compensatory time) in a fiscal year.

Section 2: Employees shall be provided with a winter jacket on an as-needed basis.

Section 3: All employees must wear approved safety shoes and uniforms at all times while on duty. Any employee not wearing the required safety shoes and/or uniform will be sent home to get their safety shoes and/or uniform and will not be paid for the time spent doing so.

ARTICLE XV WORK PERFORMED IN A HIGHER RATED JOB

In the event that a covered employee is assigned to work any part of any day at a higher rated job, he/she shall be paid for the work performed at the higher rate of remuneration except for any such work performed as part of training.

ARTICLE XVI NO STRIKE

Section 1: The Union acknowledges and affirms that it does not assert the right to strike against the Village and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to conduct, assist, or participate in such a strike.

Section 2: The word "strike" shall include any work stoppage, partial work stoppage, sympathy strike, refusal to cross the picket line of any person, slow down, refusal to follow the proper instructions of a supervisor, or any concerted effort by any means to interfere with the normal and efficient operation of any department of the employer.

Section 3: The Union shall have the affirmative duty to disavow any strike as defined above, and to order its membership, verbally and in writing, immediately upon receipt of written notification by the Village of a strike, to cease and desist from such conduct and to impose meaningful fines upon any member who refuses to comply.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 1: In the event that any difference or dispute should arise between the Village and the Union concerning the application or interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

- A. The grievance must be filed in writing fifteen (15) working days of its occurrence or employee knowledge thereof, with the head of the department, or with a representative of the Union, if initiated by the Village.
- B. A representative of the Union shall meet with the head of the department within seven (7) days thereof and shall provide a written response to the grievance within ten (10) days thereafter. In the event the dispute has not been settled, either party may, within ten (10) days after the written response, obtain binding arbitration of the dispute and may request the

American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The Arbitrator shall be selected by using the American Arbitration Association's list with appointment service. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision of the arbitrator shall be final and binding. In the case of discharge, the arbitrator may award back pay up to an equivalent of four (4) weeks. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the party subpoenaing the witness.

- C. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment and withdrawal of the grievance.
- D. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:
 - 1. Involves the existence of alleged violation of any agreement other than the present agreement between the parties;
 - 2. Involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this agreement;
 - 3. Involves claims of violation of an allegedly implied or assumed obligation;
 - 4. Would require an arbitrator to rule on, consider or decide the appropriate hourly rate or salary at which an employee shall be paid (except where there is a claim of work performed in a higher rated job) or the method by which his/her pay shall be determined;
 - 5. Would require and arbitrator to consider, rule on, or decide any of the following:
 - a) the elements of a job assignment;
 - b) the level, title or other designation of an employee's job classification;
 - c) the right of management to assign or reassign work.
 - 6. Involves discipline or discharges of employees who have not satisfactorily completed the designated probationary period.

ARTICLE XVIII ZIPPER CLAUSE

The employer and Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any such matter referred to or covered in this Agreement, or with respect to any such matter not specifically referred to or covered in this Agreement.

ARTICLE XIX PROBATIONARY EMPLOYEES

Section 1: Newly hired employees shall be considered to be on a trial period for the first fifty-two (52) weeks of continuous service. During that period of time, the employer shall have the right to discharge or lay off any such employee for any lawful reason and such layoff or termination shall not be subject to the grievance procedure provided for in this agreement.

During the aforementioned probation period, the employee shall receive all other benefits provided for in the Agreement and if those employees are retained beyond fifty-two (52) weeks, they shall be credited with their seniority from their date of hire.

Section 2: Employees promoted to a higher salaried title shall serve a probationary term in that higher title salary of fifty-two (52) weeks.

ARTICLE XX NEW MACHINERY AND EQUIPMENT

The employer shall be free so far as it desires to do so, to place into use, any and all new machinery, equipment and labor saving devices and to institute such methods of operations as it considers to be best for the efficient and economical operation of the department and so as to avoid payment for idle time and so as to increase the productivity of the employees and the department. The Union agrees to cooperate so as to effectuate the intent of the above.

ARTICLE XXI PRODUCTIVITY

The Union recognizes that a high level of wages and benefits can only be obtained and maintained by high level of productivity. The Union and its members shall cooperate in attaining and maintaining such a high level of productivity consistent with the health, safety and welfare of the employees.

ARTICLE XXII VILLAGE RIGHTS

Section 1: It is the intention of the parties that all of the rights, powers, prerogatives or authority that the Village had prior to the signing of this agreement are

retained by the Village except those, and only to the extent that they are specifically abridged, delegated, granted to the Union or modified by this Agreement. Without limiting the generality of the foregoing and for illustrative purposes only, it is acknowledged and agreed that the Village has and retains the right to employ, lay off, transfer, fill vacancies, promote, grant merit increases, fix wage rates for new jobs, demote, discipline or discharge for just cause, require physical and mental examination, assign, work, establish and alter shifts, work schedules and job assignments and job content, determine the equipment to be used and the number of persons required to operate and maintain same, to increase or diminish, change, combine or discontinue operations in whole or in part, to supervise and direct employees in their duties, to establish, change or modify working rules and regulations, and starting and finishing times, to plan, direct, manage and control the functions and operations of the department except as modified by this Agreement.

Section 2: The Union and the Village agree, effective June 1, 2011, that the Village may engage a private contractor to clean the Village owned streets and parking lots in the Village. Prior to June 1, 2010, the cleaning of Village owned streets and parking lots were the exclusive duties of members of the Union bargaining unit.

This agreement permits the private contractor to perform bargaining unit duties at the sufferance of members of the bargaining unit and shall be evaluated by the Union and the Village prior to May 31, 2013, to decide how the matter is to be resolved.

ARTICLE XXIII DRUG/ALCOHOL TESTING

The Village Drug and Alcohol Testing Procedure has been agreed to by the parties and shall be considered as part of and attached to this Agreement as Exhibit "C".

ARTICLE XXIV LABOR MANAGEMENT COMMITTEE

There shall be a committee established with equal representation by the Village and Union that will meet monthly to discuss items of mutual concern, operations and to improve communication.

ARTICLE XXV WHEN LEGISLATIVE ACTION IS REQUIRED

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

**ARTICLE XXVI
PARTIAL INVALIDITY AND CONFLICT OF LAW**

Section 1: If any provisions of this Agreement become invalid or unenforceable by virtue of any legislation or court or P.E.R.B. decision, it shall not affect the remaining provisions of the Agreement and they shall remain in full force and effect as though the invalid or unenforceable provisions had not originally been included.

Section 2: Should any provisions of this agreement conflict with any Civil Service or other New York State Law, said law shall prevail.

Section 3: Any reference to the male gender contained in the Agreement shall be deemed to include the female gender.

**ARTICLE XXVII
ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties. No promises, representations, conditions or practices exist or shall be observed other than those specifically set forth herein.

**ARTICLE XXVIII
MODIFICATION**

Section 1: Neither the Village nor the Union shall make any changes or modifications in this Agreement unless mutually agreed to by both parties, in writing and signed by both parties.

Section 2: No employee or groups of employees shall have the right to waive or modify any provisions of this Agreement.

**ARTICLE XXIX
TERM OF AGREEMENT**

This Agreement shall be effective as of June 1, 2019 and shall continue thereafter for a period of seven (7) years until and including May 31, 2026.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year set forth below.

VILLAGE OF HASTINGS ON HUDSON

BY: Nicola Armacost
Nicola Armacost, Mayor

Date: 2/7/2023

BY: Mary Beth Murphy
Mary Beth Murphy, Village Manager

Date: 2/8/23

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY: Louis A. Picani
Louis A. Picani, President

Date: 2/1/23

Appendix "A"
WAGES

<u>POSITION</u>	<u>2%</u> <u>6/1/19</u>	<u>2%</u> <u>6/1/20</u>	<u>2.50%</u> <u>6/1/21</u>	<u>2.75%</u> <u>6/1/22</u>	<u>2.50%</u> <u>6/1/23</u>	<u>2.50%</u> <u>6/1/24</u>	<u>2.50%</u> <u>6/1/25</u>
Lead Mechanic	\$96,518	\$98,448	\$100,909	\$103,684	\$106,276	\$108,933	\$111,656
Mechanic	\$92,245	\$94,090	\$96,442	\$99,094	\$101,571	\$104,111	\$106,713
HMEO (1)	\$80,160	\$81,763	\$83,807	\$86,112	\$88,265	\$90,471	\$92,733
HMEO (2)	\$78,556	\$80,127	\$82,130	\$84,389	\$86,499	\$88,661	\$90,878
Parks Groundskeeper	\$66,724	\$68,059	\$78,686	\$80,850	\$82,871	\$84,943	\$87,067
Skilled Laborer	\$75,262	\$76,767	\$78,686	\$80,850	\$82,871	\$84,943	\$87,067
*Laborer 1	\$72,767	\$74,222	\$76,077	\$78,170	\$80,124	\$82,127	\$84,180
**Laborer 2	\$57,823	\$58,979	\$60,454	\$62,116	\$63,669	\$65,260	\$66,892
***Laborer 3	\$36,974	\$37,713	\$38,656	\$39,719	\$40,712	\$41,730	\$42,773

*** Laborer 3 – New hire for 1st year of service

** Laborer 2 – After 1 year of service

* Laborer 1 – After 2nd year of service

- (1) Street Sweeper only.
- (2) Employees who operate Village vehicles which require the operator to possess a C.D.L. (Commercial Driver's License), if such operation exceeds fifteen (15) consecutive minutes.
- (3) As in the past, Laborers or Skilled Laborers assigned to operate Village vehicles and equipment on an intermittent or sporadic basis that do not exceed 26,000 pounds require only a New York State Operator's license shall be paid at the rate of pay of Laborers or Skilled Laborers, as the case may be.

Effective for Laborers hired on or after October 11, 2022:

Laborer 1	\$78,170
Laborer 2	\$70,143
Laborer 3	\$62,116
Laborer 4	\$50,918
Laborer 5	\$39,719

<u>POSITION</u>	<u>10/11/22</u>	<u>2.50%</u> <u>6/1/23</u>	<u>2.50%</u> <u>6/1/24</u>	<u>2.50%</u> <u>6/1/25</u>
Laborer 1	\$78,170	\$80,124	\$82,127	\$84,180
Laborer 2	\$70,143	\$71,896	\$73,693	\$75,535
Laborer 3	\$62,116	\$63,668	\$65,259	\$66,890
Laborer 4	\$50,918	\$52,190	\$53,494	\$54,831
Laborer 5	\$39,719	\$40,711	\$41,728	\$42,771

Appendix "B"
Intent and Understanding (Overtime)

August 6, 1998

Neil Hess, Village Manager
Village of Hastings
Municipal Building
7 Maple Avenue
Hastings-on-Hudson, NY 10706-1497

RE: Local 456, I.B.T. and the Village of Hastings-on-Hudson
Letter of Intent and Understanding

Dear Mr. Hess:

This letter is to confirm the intent and understanding of Local 456, I.B.T. and the Village of Hastings as to the application of Article V, Section 3 of the collective bargaining agreement between the parties.

Effective upon ratification of the June 1, 1997 to May 31, 2001 agreement between the Union and the Village the following shall apply:

1. Overtime shall be made available to members of the bargaining unit by classification in which the overtime exists and seniority within that title.
2. In the event that the Village cannot secure a bargaining unit member within the classification where the overtime exists, the overtime shall be offered to the most senior qualified bargaining unit member or lower in a lower classification.
3. In the event that the Village cannot secure a qualified member of the bargaining unit to work the overtime on a voluntary basis, the Village shall have the right to order the least senior qualified member of the bargaining unit to perform the overtime.
4. Overtime shall be distributed on a reasonable equitable basis over each six (6) month period (6/1 to 12/31) and (1/1 to 5/31) except that members of the bargaining unit who refuse overtime shall be charged as if such refused overtime had been worked.

Neil Hess, Village Manager Page of 2

August 6, 1998

If you agree with the above, please sign in the space provided below and forward a signed copy to me for my files.

Sincerely,

JOHN P. HENRY
Labor Relations Consultant

JPH:fmh

cc: Clay Nelson
Edward Doyle, Jr.
Brian M. Lucyk, Esq.
Heidi Maher, Esq.
Edward Doyle

Date: _____

Neil Hess, Village Manager

Appendix "C"

Substance Abuse Policy

A. Declaration of Policy

The use of illegal drugs and the abuse of alcohol by employees of the Village is a serious threat to the health, safety, and welfare of not only the employees of the Village but also the citizens of the Village. The Village has a legitimate concern that alcohol and drug abuse has and will continue to impair job performance, to diminish work productivity, threaten the safety of employees and the public, and to expose the Village to increased liability and other costs.

It is therefore the policy of the Village to maintain an alcohol- and drug-free workplace by prohibiting the use of illegal drugs, the abuse of over-the-counter or prescribed drugs, and the abuse of alcohol by employees at the workplace or during work hours.

The Village's Policy is also to provide an employee assistance program ("EAP") for the benefit of all its employees including those employees who have a substance abuse problem, and to enforce its drug-free workplace policy by testing those employees who exhibit signs of impairment on the job for alcohol and drugs.

B. Definitions

As used in this Policy, the following terms shall have the following meanings:

1. "Alcohol" means a colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors.
2. "Drug" or "illegal drug" means a controlled substance except when prescribed by a physician and used in accordance with such prescription.
3. "Positive test" or to "testing positive" means to have the presence of alcohol, a drug, or a drug metabolite in the amount equal to or greater than the confirmation levels set forth below determined by an alcohol or drug test.
4. "Alcohol test" or "alcohol testing" means a procedure to determine the percentage of alcohol in the blood.
5. "Drug test" or "drug testing" means a procedure to determine whether an employee has taken drugs orally, by inhalation, by injection, or otherwise.

C. Alcohol and Drug Testing

The Village shall require an employee to undergo alcohol or drug testing wherein an employee must provide a sample of his or her urine, blood, or other bodily fluid or tissue only if:

1. The Village has reasonable grounds to believe, based on specific objective facts, that the employee's use of controlled substances is impairing his or her ability to perform his or her job; and
2. The Village complies with the requirement set forth in this Policy regarding the administration of such testing.

D. Procedure for Testing

The Village shall follow the following procedure:

1. If the Village has reasonable grounds to test as described in paragraph C (1) of this Policy, the employee shall be privately confronted with the belief of impairment and allowed an opportunity to respond to the Village's belief. The Village shall attempt to elicit from the employee whether he or she is taking over-the-counter or prescribed medication. The Village may decide in its reasonable discretion, based upon the employee's response, not to require testing. In the event that the Village decides to require testing, the Village shall convey any information regarding such medication to the person conducting the test; and
2. If the Village decides to require testing, the Village shall transport the employee to a testing site where the employee shall provide the required sample. The Village should not permit the employee to drive himself or herself to or from the testing site. The sample shall be obtained from the employee at the testing site in private, outside the presence of any person other than a medical professional or technician whose presence is necessary to obtain the sample.

E. Method of Testing

1. Drug testing shall be done by any scientifically accepted procedure at the discretion of the Village and shall be confirmed by gas chromatography and mass spectroscopy or technology recognized as being at least as scientifically accurate.
2. Alcohol testing shall be done by Breathalyzer. If a Breathalyzer is unavailable or inoperable, the testing shall be done by urinalysis or blood analysis at the employee's option or at the Village's option in case the employee refuses to exercise his right to choose the method.

F. Negative Test Results

If the test is negative, the Village shall immediately allow the employee to return to work without loss of pay, benefits, or seniority rights. The employee's personnel record shall contain no record of the testing or suspension.

G. Positive Test Results

1. An employee who tests positive shall be so notified by the Village and provided an opportunity to explain the positive result. If the employee provides a verifiable explanation that something other than the employee's use of drugs or abuse of alcohol caused the positive result, the Village shall disregard the results, and allow the employee to return to work as per paragraph G of this Policy as if the test had been negative.
2. If the employee does not provide a verifiable explanation, the Village shall refer the employee to the EAP (Paragraph I) and, under appropriate circumstances, take disciplinary action (Paragraph I).

H. Employee Assistance Program

1. The Village shall provide at no expense to its employees, the opportunity to participate in the Employee Assistance Program (EAP). Any employee of the Village shall have the right to attend the EAP regardless of whether the employee has exhibited signs of impairment on the job or undergone drug testing.
2. If an employee tests positive and does not provide the verifiable explanation referred to in Paragraph H (1) of this Policy, participation in the EAP for such an employee shall be mandatory. The employee may, at the discretion of the employer, be placed on a paid leave of absence during the duration of the EAP, providing that during the period of the EAP the employee demonstrates progress in his/her rehabilitation program.
3. The Village will provide training opportunities for its supervisory employees intended to assist in identifying those characteristics and behaviors associated with on-the-job alcohol and/or drug use.

I. Discipline

1. The Village shall have the right to discipline employees who come to work impaired by alcohol or drugs in violation of this Policy.
2. Union employees shall be disciplined according to the provisions of the collective bargaining agreement.
3. The Village shall have the right to suspend without pay any Union employee who tests positive and does not provide the verifiable explanation referred to in Paragraph G (1) of this Policy until the employee tests negative. The suspension

shall be in addition to any discipline otherwise imposed under Paragraph I (1-3) of this Policy.

J. Confidentiality

The Village shall keep confidential under federal and state laws, and to the furthest extent reasonably feasible, any actions taken by it under this Policy including the identity of any employee confronted or tested and the results of any drug test. This paragraph shall not prevent the Village from disclosing any information for the following purposes:

1. To defend itself in or from any suit, claim or grievance brought by an employee or his or her representative; or
2. To inform those persons who need to know about the actions taken by the Village or the test results.

K. Non-Discrimination

The Village recognizes that the Americans with Disabilities Act protects from previous substance abusers who have been rehabilitated, and it is the policy of the Village not to discriminate against such persons in the application of this Policy.