



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Geddes, Town of, Town of Geddes Highway Department and United Steel Workers, AFL-CIO, CLC, Local 14532 (2006)**

Employer Name: **Geddes, Town of, Town of Geddes Highway Department**

Union: **United Steel Workers, AFL-CIO, CLC**

Local: **14532**

Effective Date: **01/01/06**

Expiration Date: **12/31/08**

PERB ID Number: **7358**

Unit Size: **22**

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC | 7358

LABOR AGREEMENT
BETWEEN
TOWN OF GEDDES HIGHWAY DEPARTMENT
ONONDAGA COUNTY, NEW YORK
AND
UNITED STEEL WORKERS
AFL-CIO-CLC
LOCAL UNION 14532

JANUARY 1, 2006 to
DECEMBER 31, 2008

RECEIVED

JUL 31 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS AGREEMENT with a term of January 1, 2006 to December 31, 2008, between DANIEL PATALINO, as Superintendent of the HIGHWAY DEPARTMENT of the TOWN OF GEDDES, ONONDAGA COUNTY, NEW YORK, and the TOWN OF GEDDES ONONDAGA COUNTY, NEW YORK hereinafter called the "Employer", and the UNITED STEEL WORKERS, AFL-CIO, on behalf of Local Union 14532, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the Employer and the Union wish to cooperate in obtaining efficient and unrestricted and harmonious working conditions, relationship, and results as between the Employer and its employees and in providing a method of settling any differences or grievances which may arise from time to time in an amicable manner:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed to as follows:

It is the intent and purpose of the parties hereto that this agreement shall promote and improve work and economic relationship, and to set forth herein the basic agreement covering rates of pay, hours and conditions of employment to be observed between the parties.

ARTICLE I RECOGNITION

Section 1. The employer recognized the Union during the term of this agreement as the exclusive bargaining agent of the employees by this agreement, for the purpose of collective bargaining with respect to wages and hours.

Section 2. The Employer shall remain vested with full and exclusive control of the management and direction and supervision of the working forces and the right to hire, promote, suspend, demote, transfer, layoff and discharge employees, subject, however, to the provisions of this agreement.

Section 3. There shall be no discrimination, coercion, interference or restraint by the Employer or by the Union, or by representatives of either party against any employee because of membership or non-membership in the Union, and the Union agrees that there shall be no solicitation or promotional activity on the Employer's time.

Section 4. The parties herein agree to establish and implement a joint Labor/Management committee pursuant to P.E.R.B. guidelines.

ARTICLE II DUES

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in complying with any of the provisions of the Article.

The Company agrees to deduct each month Union membership dues of the preceding calendar month, initiation fees and assessments for those employees who have authorized such deductions in writing as provided in this Article. Such membership dues, initiation fees and assessments, shall be limited to those levied by the Union in accordance with the Constitution and By-Laws of the Union and Implemented by the letter of Walter J. Burke, dated January 18, 1995. Deductions shall be made from the pay of each employee who is or who becomes a member of the Union within the scope of the Bargaining Unit and covered by this Agreement, provided such employee voluntarily authorized the Company to do so in writing in accordance with the "Check-Off

Authorization" form set forth below. If no such authorization is in effect, he must pay his membership dues and such assessments directly to the Financial Secretary of the Local Union.

Deductions for any calendar month shall be remitted to the International Treasurer of the United Steelworkers of America or its successor, at the address which he authorizes for this purpose as soon as practicable after the deduction is made together with a list of those whom deductions have been made and the amount of such deductions.

ARTICLE III AGENCY SHOP FEE DEDUCTION

The Town of Geddes agrees to deduct from the wages of each employee who is not a member, an amount equal to the membership dues of the United Steelworkers of America, and remit it to the International Treasurer of the United Steelworkers of America, or its successor, at the address which he authorizes for this purpose.

The United Steelworkers of America having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages of the employees of said bargaining unit who are not members of the United Steelworkers of America, the amount equivalent to the dues levied by the United Steelworkers of America and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to the United Steelworkers of America.

The fiscal officer making such deductions will transmit these amounts to the International Treasurer of the United Steelworker of America or its successor, at the address which he authorizes for this purpose. This deduction will be accompanied by a listing, indicating the name and address of those employees who are not members of the United Steelworkers of America.

The Union hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE IV WAGES

Effective January 1, 2006, all hourly rates shall be paid from in accordance with Appendix "A" attached hereto.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 1. The hours of work shall be from 7:00 AM to 11:30AM and from 12:00 Noon to 3:30 PM on five days a week. However, from April 1st to September 30th during the life of this contract the work hours shall be from 7:00 A.M. to 3:30 P.M. subject to change via the discretion of the Highway Superintendent.

Section 2. All hours worked in excess of forty (40) hours a work week shall be paid for at time and one half (1-1/2) the employee's regular hourly rate. All overtime shall be equalized with preference being given to the employee with the most seniority including the working foreman.

Section 3. All holidays, sick leave days, personal days will be counted as time worked for the purpose of computing overtime.

Section 4. All hours worked in excess of eight (8) hours will be paid at time and one half (1/12) the employee's hourly rate.

Section 5. CALL IN

A. Employees called in to perform work during the winter months (11/1 - 4/15) shall be guaranteed a minimum of four (4) hours.

B. Employees called in to perform work during the summer months (4/16 - 10/31) shall be guaranteed a minimum of two (2) hours.

ARTICLE VI HOLIDAYS AND SICK LEAVE

Section 1. Holidays: All employees shall be entitled to fourteen (14) legal holidays per annum, to wit: New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, and one floating day scheduled at the discretion of the Highway Superintendent.

Employee shall work the day before and the day after a holiday for qualification of the holiday allowance. Excused absences for not working the day before or the day after shall be approved by the Superintendent.

Section 2. Sick leave Days: Effective January 1, 2004, each employee shall be entitled to twelve (12) days of absence from work due to sickness in any one calendar year. Should any portion of the aforesaid year remain unused, in any such calendar year, then and in that event, it may go over to the succeeding calendar year and be added to the twelve (12) days of absence due to sickness of such employee. This cumulative use of days of absence due to sickness cannot, however, be extended beyond a period of one hundred (100) days. If any employee accumulates one hundred (100) sick leave days, the one hundred (100) days would be put into the bank, for future need of the employee. Upon retirement, all one hundred (100) days in the bank or any other accumulated sick leave days will be forfeited by the employee, except that upon retirement, any unused sick leave accrued up to one hundred (100) days may be used as an additional service credit as permitted by the New York Retirement System or the employee may apply any unused sick leave accrued up to one hundred (100) days at a rate of \$25.00 per accrued sick leave day toward the cost of retiree contribution for retiree medical benefits.

Throughout the year employees may inquire as to the number of accumulated sick leave days each has banked. The employee agrees on an annual basis to officially notify each employee of the number of accumulated sick leave days each has banked.

Any employee who is out of work for three (3) working days or more because of illness or off the job accident will be required to bring a doctor's statement when returning to work that states that the employee was unfit for work while absent.

Section 3. The parties agree to the following definition-

Proper Sick Leave Use - It is appropriate for an employee to use sick leave to stay home or in a health care facility to recover from an illness, injury, operation or childbirth. Sick leave can also be used for reasonable travel time and visits to the doctor, dentist, or other health practitioners because of illness, emergency, routine examination or preventive care. It may also be used for family sick leave.

Improper Sick Leave Use - It is not proper to use sick leave for vacation or for such personal chores as picking up medicine at a drug store, picking up glasses from an optician or delivering a hearing aid for repair. No medical services are being performed on such trips. Nor is family sick leave appropriate when employees absent themselves to assume housekeeping or homemaking duties normally performed by another family member because no direct care is being provided for the ill family member.

Section 4. An employee who works a full calendar year and does not take any sick leave during the calendar year shall be paid a \$200.00 stipend in January of the year following his or her entitlement.

Section 5. An employee who qualifies for and utilizes a leave of absence pursuant to the Family and Medical Leave Act must utilize his or her accrued paid benefit leave time during said leave.

Section 6. Personal Days: Each employee shall receive three (3) personal days off with pay each year without necessary excuse. If any employee uses all personal days in any year, they will have to take personal day off without pay.

There will be no more than four (4) employees off for personal days off at any onetime.

Section 7. Leave of Absence: When operating requirement will permit, an employee shall, on his written request to the Highway Superintendent, with a copy to the Recording Secretary of Local Union 14532, and for a reasonable cause, be granted such leave of absence without pay and without loss of seniority as the Employer may deem proper. There will be no accumulation of seniority during any leave of absence that exceeds ninety (90) days.

ARTICLE VII FUNERAL LEAVE

Section 1. When death occurs in an employee's immediate family, the employee on request will be excused for any of the first three (3) regularly scheduled working day(excluding Saturdays, Sundays and holidays) immediately following the date of death.

Section 2. Employees will be paid in the following manner. After informing the Company, the employee shall receive pay or any scheduled hours of work up to eight (8) hours per day for which they are excused (excluding Saturday, Sundays and holidays). Compensation shall be at straight time base rate in accordance with Appendix "A", Wage Structure, multiplied by eight (8) hours.

Section 3. The term "immediate" family shall mean current spouse, parent, parent of current spouse, child, brother and sister, stepmother, stepfather, stepchildren grandchildren and grandparents when there was a lived with relationship.

Section 4. When death occurs to an employee's aunt or uncle, the employee on request will be excused with pay for one regularly scheduled working day (excluding Saturdays, Sundays and Holidays) immediately following the date of death.

ARTICLE VIII VACATIONS

Section 1. Upon completion of one (1) year of employment, each employee shall be entitled to an annual vacation of two weeks with pay. During an employee's first year of employment, if the employee has more than six (6) months of service during that calendar year, for vacation accrual purposes, it will be rounded off to one (1) year. Such vacation must, however, be taken in the particular calendar year and cannot be used accumulatively. Each employee with seven or more years of service shall be entitled to three weeks vacation with pay annually. Each employee with fifteen or more years of service shall be entitled to four weeks vacation with pay annually. An employee with twenty or more years of service shall be entitled to five weeks vacation with pay annually.

Section 2. Vacation eligibility shall be based on employee's hire date.

Section 3. Employees may request in writing an increase in weekly quotas for a specific classification. However, the final right to increase weekly quotas is within the sole discretion of the Highway Superintendent.

ARTICLE IX SENIORITY

Section 1. Seniority is that factor, determined by an employee's last period of continuous service of employment, which shall be considered in selection of employees for promotion, transfer, layoff, re-employment and filling of vacancies, provided the employees selected have the qualifications to do work required.

Section 2. In order to provide job opportunities for employees, when a vacancy occurs involving a permanent vacancy in a higher job classification or a new job, the vacancy will be posed on the Bulletin Board for a period of 72 hours, exclusive of Saturdays, Sundays or Holidays.

An employee who desires to apply for the vacancy shall do so in writing in the Highway Superintendent's Office.

In awarding the posted vacancy the following factors shall be considered, and if factor (b) and (c) are relatively equal, length of continuous service shall govern.

- A. Length of continuous service.
- B. Ability to perform the work.
- C. Physical fitness.

Section 3. In selecting employees for jobs of higher, lower or the same classification or for vacancies in jobs, those with the greatest seniority in the section involved, the other qualifications stated being relatively equal, will be given preference.

Section 4. Seniority rights of employees shall begin as of their date of hire, but shall not be effective until after they have worked a probationary period of four (4) months,

Section 5. In a reduction of employees, the least senior employee in the effected classification shall be reduced. In a reduction, effected Motor Operators may bump junior length of

service employees working in a labor classification. Any employee who has previous experience on any higher rated job and is qualified can replace an employee in a higher classification group.

Section 6. If the deputy Assistant Highway Superintendent is promoted out of the Bargaining Unit, he will have fall back rights to return to Union Status without loss of seniority, for a period of one year except that the one year limitation does not apply to the Assistant Highway Superintendent whose term commenced January 1, 2002.

ARTICLE X BULLETIN BOARDS

Section 1. The Employer and the Union hereby agree that a sufficient and adequate bulletin board shall be maintained in the Town of Geddes Highway Garage for such purposes as may be incidental to its best use.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Should differences arise as to the meaning and application of the provisions of this agreement, or should differences arise about matters not specifically mentioned in this agreement or should any local trouble of any kind arise an earnest effort shall be made to settle such differences with the following procedure:

- Step #1 The Employee shall take up the grievance with the Shop Steward.
- Step #2 The Shop Steward shall take up the grievance with Highway Superintendent, after grievance is reduced to writing.
- Step #3 Shop Steward and Employee shall hold grievance meeting with Highway Committee and Representative of International Union.
- Step #4 If grievance is not resolved in Step #3, the Town Board will hear the Grievance's complaint along with the Shop Steward and Representative of the International Union.

Step #5 If grievance is not resolved in Step #4, the grievance will be submitted to the New York State Board of Mediation for arbitration.

ARTICLE XII NO STRIKE CLAUSE

Section 1. The Union agrees that it will not call or authorize a cessation, walkout, sit-down or slowdown, and the Employer agrees that there shall be no lock out during the life of this Agreement.

ARTICLE XIII PROTECTIVE CLAUSE

Section 1. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the other party against whom it shall be made and the said party after actual notice of the same shall, within reasonable time, make every reasonable effort to correct the cause of circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE XIV MAJOR MEDICAL AND DENTAL PLAN

Section 1. The Town will provide health and dental insurance coverage under the Town Plan to full-time employees and retirees, as defined herein, who elect said coverage.

Section 2. The Town's obligation to contribute to the cost of premiums for health insurance selected by a full-time unit employee (family or individual coverage) or retiree (family or individual coverage) is limited to ninety percent (90%) of the total premium of the Traditional Blue Cross/Blue Shield Indemnity Plan then in effect. For unit employees hired before January 1, 2006, a retiree's obligation to contribute to health insurance coverage is limited to \$500 annually. To be eligible for medical insurance coverage upon retirement, the employee must have at least ten (10)

years of continual full-time coverage with the Town, be eligible for retirement with the NYS Retirement System, be entitled to receive payment of benefits from the NYS Retirement System, and be employed by the Town at the time of retirement.

Section 3. The Town's obligation to contribute to the cost of dental insurance premiums is limited to ninety percent (90%) of the cost of the premium for basic coverage. The Town is not obligated to contribute to the cost of dental insurance premiums for retirees.

Section 4. In the event a current full-time employee covered by this Agreement elects not to be covered by the Town's health and dental insurance plans, said employee will receive an annual sum of \$3,000.00 (if eligible for family coverage) or \$1,500.00 (if eligible for individual coverage) payable on an annual basis provided:

- A. The employee makes said election in writing by December 1 of the preceding year acknowledging that he or she will not participate in Town coverage for that year; and
- B. The employee is not otherwise eligible to be covered as a spouse or dependent under the Town's plan.

Section 5. Employees who now wear eyeglasses or hereinafter obtain eyeglasses and have their glasses broken, damaged, or lost on the job, will then have them replaced at the cost of the Town.. One pair of glasses per year maximum.

ARTICLE XV PENSION PLAN

The Town will provide the employees the New York State Pension Plans which is now in full force and effect and for death benefits and accidental death benefits occurring to each member herein amounts as defined by the aforesaid pension plan. (See Ex. A&B) In addition, effective upon

the ratification and adoption of the 2002 - 2005 agreement, the Town will provide eligible unit employees with coverage under Section 75-i of the New York Retirement and Social Security Law.

ARTICLE XVI CLOTHING WORK SHOE ALLOWANCE

Unit employees, actively employed in January of the year, will receive a clothing work shoe allowance of \$100.00 annually. Unit employees can submit receipts during the month of January each year and receive reimbursement of up to \$100.00. If no receipts are submitted, an allowance of \$100.00 will be processed through payroll. If the unit employee submits receipts, no further allowance will be available.

ARTICLE XVII LONGEVITY STIPEND

Each full-time unit employee who has completed an initial five (5) continuous years of service shall receive a yearly longevity stipend of \$250. Each unit employee who has completed an additional five (5) years of continuous service shall receive an additional yearly increment of \$250, according to the following schedule:

| Years of Continuous Service | Stipend |
|-----------------------------|------------|
| 5 years | \$ 250.00 |
| 10 years | \$ 500.00 |
| 15 years | \$ 750.00 |
| 20 years | \$1,000.00 |

ARTICLE XVIII JOINT DENTAL INSURANCE COMMITTEE

A Joint Committee will be established to explore alternative dental insurance coverage.

ARTICLE XIX DRUG/ALCOHOL TESTING

All employees covered by this Agreement will be subject to the Town's Drug and Alcohol Testing Policy except that employees that are non-CDL licensed will not be subject to random drug and alcohol testing.

ARTICLE XX JOINT SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This Committee will advise management of all safety activities. The Joint Safety Committee shall:

- A. Make immediate and detailed investigations of each accident to determine fundamental causes;
- B. Develop data to indicate accident sources and injury rates;
- C. Make inspections to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
- D. Promote safety for workers and participate in making the safety program known to all workers; and
- E. Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

ARTICLE XXI TERMINATION OF AGREEMENT

THIS AGREEMENT, DATED _____, 2006, SHALL BE effective until midnight, December 31, 2008, and shall automatically renew itself from year to year thereafter, unless either party notifies the other in writing at least ninety (90) day prior to the expiration date of a desire to amend or terminate said Agreement. The ninety (90) days notice shall be mailed to Superintendent of Highway Department, 654 Terry Road, Syracuse, New York 13219, with a copy to Town Supervisor, 1000 Woods Road, Solvay, New York 13209.

IN WITNESS WHEREOF, this Agreement has been signed under the date noted above by the fully authorized representatives of the Employer and the Union.

APPENDIX "A"
WAGE STRUCTURE

| | Increase % | Laborer | MEO | Mechanic |
|------------|------------|----------------------|----------------------|----------------------|
| 01/01/2006 | 3.5% | \$17.09 OIT 25.64 | \$17.48 OIT 26.22 | \$18.00 OIT 27.00 |
| 01/01/2007 | 3.5% | \$17.69 | \$18.09 | \$18.63 |
| 01/01/2008 | 3.5% | \$18.31 | \$18.72 | \$19.28 |

New Position: Maintenance Welder

Pay Rate: \$2.50 above the negotiated hourly rate for the mechanic position in the bargaining unit

Crew Leader

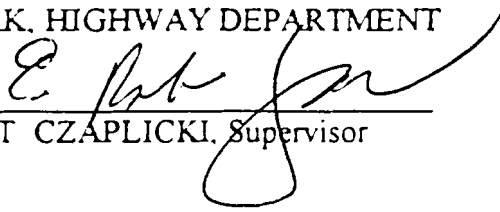
Pay Rate: \$3.00 above the negotiated hourly rate for the mechanic position in the bargaining unit.

The new hire to eighteen (18) months rate outlined below in the contract is at the complete discretion of the Highway Superintendent.

| | |
|-----------------------|---|
| Hire | Thirty percent (30%) below effective wage rate. |
| After Six Months | Twenty percent (20%) below effective wage rate. |
| After Twelve Months | Ten percent (10%) below effective wage rate. |
| After Eighteen Months | Full rate in effect. |

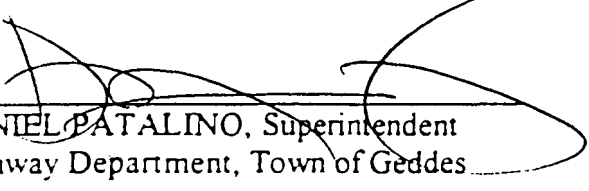
Out of Title Work: If and in the event a Laborer performs the work of an MEO then the Laborer shall receive the MEO wage scale for such work as his compensation.

TOWN OF GEDDES, ONONDAGA COUNTY,
NEW YORK, HIGHWAY DEPARTMENT



E. ROBERT CZAPLICKI, Supervisor

Date: _____



DANIEL PATALINO, Superintendent
Highway Department, Town of Geddes

Date: _____

UNITED STEEL WORKERS
AFL-CIO-CLC

Date: _____

