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

Title: **Salamanca Board of Public Utilities and Council 66, AFSCME, Local 1304B (2008)**

Employer Name: **Salamanca Board of Public Utilities**

Union: **Council 66, AFSCME**

Local: **1304B**

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BC/7148

**AGREEMENT**

BETWEEN

**AFSCME LOCAL 1304B**

AND

**SALAMANCA BOARD OF PUBLIC UTILITIES**

April 1, 2008 through March 31, 2013

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUN 30 2009**

**ADMINISTRATION**

**Article 2, Section 1 Continued:**

function of the Employer. It is agreed that the Employer has retained the right to subcontract work providing no member of the Bargaining unit is displaced as a result of such subcontracting. The intent of this Section is not to abolish current positions within the Department. The Employer has retained the right to schedule and/or reschedule an employee as to the hours of work as to the need of the Employer and as to its financial and functional responsibilities.

**ARTICLE 3****UNION DUES AND INITIAL FEES**

**Section 1 Payment of Union Dues.** Employees shall tender the Union monthly membership dues by signing the authorization for Union Dues Form.

**Section 2 When Deductions Begin.** Union dues deductions will become effective with the next payroll period after the Application for Union Dues Deductions is signed by the employee. Monthly dues deductions will be made in (4) equal deductions from the first four pay checks in each month for each union employee.

**Section 3 Remittance of Dues to Financial Officer.** Deductions for union dues shall be remitted to the designated Financial Officer of the local union or deposited in the designated union bank account on a weekly basis. A list of whose union dues have been deducted will be supplied to the union Financial Officer upon request.

**Section 4 Termination of Union Dues.** An employee shall cease to be subject to union dues deductions beginning with the first payroll period after the employer has been notified that the employee is no longer a member of the union.

**ARTICLE 4****SETTLEMENT OF DISPUTES**

**Section 1 Grievances.** Any grievance or dispute as to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**STEP 1:** The authorized representative of the Union, with the employee, shall take up the grievance or dispute with the employee's immediate Supervisor, within ten (10) work days of being informed of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the authorized representative of the Union within five (5) work days.

**STEP 2:** If the grievance has not been settled, it shall be presented in writing by the authorized representative of the Union, to the General Manager of the Department, within (5) work days after the immediate Supervisor's response is due. The General Manager of the Department, shall respond to the authorized representative of the Union in writing within ten (10) work days.

**Article 4 Continued:****Section 5 Processing Grievances During Working Hours**

Upon receiving proper authorization from the General Manager, the Grievance Committee may investigate and process an alleged grievance during working hours without loss of pay.

**Section 6 Special Conference**

(a) Special conference for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall include no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union Representatives. The members of the Union shall not lose time or pay for time spent in such Special Conferences when held during regularly scheduled working hours. This meeting may be attended by a Representative of the Union Council and/or Representatives of the International Union.

(b) The Union Representatives may meet at a place designated by the Employer on the Employer's property immediately proceeding a Conference to confer with Union Council or International Representatives.

**ARTICLE 5****DISCHARGE AND DISCIPLINE**

(a) **Notice of Discharge and Discipline.** The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the President of the Union, of the discharge or discipline.

(b) **Upon Authorization from the General Manager.** The discharged or disciplined employee may be allowed to discuss his discharge or discipline with the President of the Union, or his Designee.

The Employer will make available an area where such discussion may be carried on in private prior to the employee being required to leave the property of the Employer.

The Employer or his designated representative may discuss the discharge and/or discipline with the President or his Designee and employee involved, providing such discussion is requested.

(c) **Appeal of Discharge or Discipline.** Should the discharged or disciplined employee consider the discharge to be improper, a complaint shall be presented in writing through the President of the Union to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure or the procedures set fourth in section 75 and 76 of the Civil Service Law; the selection of either precludes the use of the other.

**Article 6 Section 3 Continued:**

- (e) Does not return from sick leave and leaves of absence as in (c) above.
- (f) Retires.

**ARTICLE 7****PROMOTION****Section 1 Non-Competitive Positions**

(a) The Term promotion shall mean the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position within the Bargaining Unit.

(b) Whenever an opportunity for promotion occurs or a job opening occurs within the Bargaining Unit, other than a temporary situation, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days. The Employer may make temporary appointments to such positions or vacancies during the posting period.

(c) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the General Manager.

(d) The Employer will give consideration in filling such job openings or vacancies from among those persons who have applied and who meet the standards of the job requirements except that if there is more than one (1) employee who is qualified for the job and the position is to be filled from current employees, then such position appointment to a vacancy is made from among the qualified candidates from within the Bargaining Unit. It shall be made based on qualifications, experience, ability, and seniority. It shall be the responsibility of the Employer to determine the qualification and competency of any candidate.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a probationary period. If it is found that a current employee does not meet the requirements or responsibilities of the position to which he may have been selected during the probationary period, then such employee shall be restored to his former position.

**Section 2 Civil Service Law - Competitive Positions**

Probationary periods, promotions, layoff or demotions because of abolition of positions or curtailment of funds, and recall shall be handled in accordance with the applicable provisions of Civil Service Law for the State of New York, and any applicable Amendments and in accordance with applicable Civil Service Rules for the City of Salamanca, New York and any applicable Amendments.

**Article 9 Continued:****Section 2 Recall Procedure**

When the working force is increased after a layoff, Employees will be recalled according to the Departmental Seniority Lists, provided they have the capability, qualifications, and meet the requirements of the job to be filled. Notice by certified mail shall be sent to the employee at his last known address. If an Employee fails to notify his/her intent to report for work within fourteen (14) days from date of mailing of notice of recall he/she shall be considered terminated. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his/her seniority whichever is greater. Written notice of expiration of recall rights shall be sent to the Employee at his/her last known address by certified mail.

**Section 3 Bumping**

An employee facing a layoff within his/her classification shall, using Departmental Seniority, be allowed to bump back into a position within that Department in the Bargaining Unit, under the provisions of the Civil Service Law for the State of New York, and any applicable amendments, and in accordance with applicable Civil Service Rules for the City of Salamanca, and any applicable amendments, providing he or she meets the requirements of the job, is qualified to fill the position, and has the ability to perform the work.

**ARTICLE 10****LEAVE OF ABSENCE**

To receive pay for any Leave Day, the Employee's Supervisor must be notified in advance of that Day, or in the event of an illness or an emergency that prevents a prior day notification, the Supervisor will be notified at the time the Employee typically reports for duty on that day.

**Section 1. Unpaid Leaves of Absence**

Authorized leave of absence for reasonable periods, without pay or fringe benefits (except Health and Life Insurances for all categories a. through e.), as defined below, may be granted without loss of seniority for:

- (a) **Maternity Leave:** according to law.
- (b) **Illness Leave:** (physical or mental); up to one (1) year.
- (c) **Prolonged Family Illness:** of spouse, children, step-children or wards one (1) year. Such leave may be extended for like cause, at the discretion of the Employer.
- (d) **Education Leave:** Employees may be granted leave of absence without pay or fringe benefits (except Health and Life Insurances) for a period of up to two (2) years, in order to attend school full-time, provided that the attendance of such courses are determined by the Employer to be of mutual benefit to the Employee and the Employer. If the Employee subsequently resigns or does not return to his or her employment within the Salamanca Board of Public Utilities, he/she will reimburse the Employer fully for the Health and Life Insurance Premiums paid on his/her behalf during the Leave. If after returning to the Salamanca Board of Public Utilities, within a period of time equal to the length of the leave, he/she resigns from the Board of Public Utilities, he/she will reimburse the Employer fully for the Health and Life Insurance premiums paid on his/her behalf during the leave.

**Article 10, Section 2 Continued:**

escrow and used to pay the monthly premium cost of the health Insurance Plan selected by the Retiree, for the Retiree and/or Spouse, until such time as that escrow account is exhausted.

(c) **Personal Leave:** All employees covered by this Agreement may be permitted four (4) personal days each year. These days may be taken on an hourly basis, if necessary. Arrangements for the use of personal leave time off must be made by the employee with his/her immediate Supervisor, in advance. The third and fourth personal leave days off shall be deducted from the Employees sick leave bank. If no personal days are taken the first and second day shall be added to the employee's accumulated sick leave days. Personal leave (Personal Business) shall be deemed to be business of such a nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours. Written reason for personal days shall be made to the Supervisor at least three (3) days prior to the day of requested leave, except in a case of emergency.

The personal day shall not be available on the day before or the day after a holiday (unless specially approved by the Supervisor).

Approval for personal leave request may be disapproved by the Supervisor when the number of personal leave requests, falling on any one day, endangers the proper function of the Department.

(d) **Jury Duty:** An Employee who serves on Jury Duty will continue to receive his/her usual rate of pay for each full day of jury service (when properly documented). An Employee excused from jury duty service on any day (while serving on jury duty) shall report for work (this shall include an early dismissal or a late start). The Employee will present proof of service by a jury duty notice of summons. When an Employee receives notice that he/she is to report for Jury duty, he shall notify his/her Supervisor immediately. An Employee may be requested by the Employer to make every reasonable effort to obtain a postponement of jury service if such jury service time interferes with the operation of the Department. An Employee on jury duty shall continue to receive credit for benefits such as vacations and sick leaves.

The above terms shall not apply to an Employee who volunteers to serve on a Jury.

**ARTICLE 11****WORKING HOURS****Section 1 Working Hours**

- (a) The regular working day shall consist of eight (8) hours per day. All hourly employees shall be entitled to one-half (1/2) hour unpaid lunch period.
- (b) Employees shall have a ten (10) minute "rest period" in the a.m. and also a ten (10) minute "rest period" in the p.m. or the first half and second half of their regular shift, whichever may apply.
- (c) The Employer reserves the right to schedule the regular work shift in accordance with the need of the overall operation of the Department as determined by the General Manager.

**Article 11 Continued:****Section 4 Overtime**

(a) Employees called back for emergency duty, provided that it is not contiguous to their normal shift, shall receive not less than the equivalent of four (4) hours straight time pay (Callout).

(b) An Employee must maintain a permanent residence with a phone in a location that he/she will be available to report for any emergency duty within a forty-five (45) minute period of time, from receiving the call, to be eligible for the guaranteed Callout consideration of four (4) hours straight time pay. An Employee who fails to report within such forty-five minute period will be compensated (at the appropriate rate of pay) for only the actual time worked.

(c) An Employee who refuses to accept Standby Duty assignments and/or refuses to report for emergency duty when called, without just cause, will be subject to disciplinary action by the Employer.

(d) Overtime hours shall be granted to the employees on a rotation basis within their classification. When an employee is called for overtime and a mistake is made by the Employer, the rightful employee shall be given the first opportunity to make up the time.

(e) Any employee required to work four (4) hours overtime following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime.

(f) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his/her regularly scheduled shift without a minimum of four (4) hours pay. If an employee is sent home because of an anticipated emergency and has not worked any overtime, twelve (12) hours previous to his/her regular shift, he shall be paid for his/her full shift.

(g) The Employer reserves the right to hire substitute help whenever needed to perform necessary work in any Department. The Employer shall reserve the right to subcontract any and all necessary work that may be required for the over-all operation of the Public Utilities Departments.

**Section 5 Temporary Assignments**

Temporary assignments to a higher classification within the Bargaining Unit involving higher pay for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in that Department who meets the requirements for such jobs. Such employees will receive the Step I rate for the position to which he or she is assigned, or his/her own rate if higher, for all hours worked while filling such vacancy, if he/she fills such vacancy for eight (8) hours or more.



**Article 13 Continued:****Section 2 Pay Advance**

(a) If a regular pay day falls during an Employee's vacation, he/she must make a request for his/her check at least one (1) week before leaving, to receive that advance check.

(b) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credits for any benefits provided for in this Agreement.

**ARTICLE 14****HOSPITALIZATION MEDICAL COVERAGE****Section 1**

The Employer will continue to provide (or its equivalent) the Community Blue I Plan, Community Blue Advantage Plan, or Independent Health Plan with the Co-Pay prescription Plan (Single, Two Singles, or Family Plan as appropriate) for the duration of this Agreement, for Full Time Employees, with the Employer paying the cost thereof for Employees hired prior to April 1, 1982 at the full rate, providing the Employee is not covered under a Hospitalization Plan by another source.

For any Regular Full-Time Employees hired after April 1, 1982 the Employer shall pay 75% of the cost of the Community Blue I Plan, Community Blue Advantage Plan, or Independent Health Plan (or equivalent).

A "Cafeteria Plan" will be available for all Employees to participate in, to provide for the Employee to make weekly contributions thru payroll deduction for the purpose of satisfying his Health Insurance Plan Premium obligation and/or for the purchase of additional Health Care Coverages or Riders. Such "Plan" will also be available to provide "Flexible Spending Services" for employees and their Families for Health Care and Related Expenses, for employees who also contribute thru payroll deduction to such "Flexible Spending Account".

The "Cafeteria Plan" will be administered by a Professional Firm selected by and provided for by the Employer.

**Section 2**

The Employer shall not be required to provide Health Insurance Coverage if an Employee is covered by another Health Plan. An Employee must choose which Health Plan that he/she is to be covered by, and if the decision is that the Employer's plan is to provide the coverage, then the Employee must cease to be covered by the other Plan. The Employer shall not be obligated to provide double coverage, under any conditions, nor to contribute toward premiums thereof.

An employee may elect to have coverage under the Board's Plan when the employee ceases to be covered by another Health Plan.

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ARTICLE 15

WORKMEN'S COMPENSATION

Section 1 On the Job Injury

Each Employee will be covered by the applicable Workmen's Compensation Laws.

Section 2 Disabled Employees and Jobs Dangerous to Health

The Employer shall make every effort to place employees who, become partially disabled on their present job, on work which they are able to perform within the Board of Public Utilities.

ARTICLE 16

LIFE INSURANCE COVERAGE

The full-time employees shall be provided coverage by the Employer on a Term Life Insurance program, the cost of which shall be paid by the Employer. Such program shall cover each employee with eight thousand dollars (\$8,000) Term Life Insurance.

ARTICLE 17

PENSIONS

The present Retirement Program of the 75I State Plan shall be continued in accordance with the current Law covering the State Retirement plans.

ARTICLE 18

WAGES

Section 1 Schedule of Salary Ranges

See Wage and Salary information sheets, Appendix A thru E, attached hereto and made a part hereof. Supervisors will perform an annual written evaluation of each Employee's job performance and other pertinent related criteria, annually, and only an adequate evaluation report will permit the Employee to advance to the next wage step, on that anniversary date. In the event of an inadequate evaluation report, a subsequent evaluation will be performed not more than two weeks after the anniversary date of hire. If the deficiencies have been corrected by that date, the Employee will be eligible to escalate to the next step. If deficiencies still remain, another evaluation will be performed three months thereafter by the Supervisor, and if adequate then, the Employee would be eligible to escalate to that next step. If necessary, the process would reoccur every three months.

**Article 21 Continued:**

(c) Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed, if to the Union, to the Local Union President, or if to the Employer, addressed to Salamanca Board of Public Utilities, 225 Wildwood Avenue, Salamanca, New York, or to any such address as the Union or the Employer may make available to each other.

This Agreement constitutes the entire Agreement between the Parties. In witness thereof, the Parties herto have caused this Agreement to be executed on this \_\_\_\_\_ day of March 2008:

**AFSCME COUNCIL 66  
AND LOCAL 1304B**

**CITY OF SALAMANCA  
BOARD OF PUBLIC UTILITIES**

\_\_\_\_\_  
Dennis Eames  
Council 66 AFSCME

\_\_\_\_\_  
E.J. Riley, Chairman  
Salamanca Board of Public Utilities

\_\_\_\_\_  
Leonard Zlockie  
President, Local 1304B

\_\_\_\_\_  
Joseph Giblin  
Salamanca Board of Public Utilities

\_\_\_\_\_  
Seth Hostuttler  
Local 1304B

\_\_\_\_\_  
Theodore Hartman  
Salamanca Board of Public Utilities

\_\_\_\_\_  
F. John Lenda  
Local 1304B

\_\_\_\_\_  
Jeffrey Peterson  
Salamanca Board of Public Utilities

\_\_\_\_\_  
Stephen O'Connor  
Salamanca Board of Public Utilities

## Appendix A

### 2008 - 2009 Salamanca Board of Public Utilities Labor Agreement Wage Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	21.00	21.40	21.78	22.18	22.57	22.96
Water Maintenceman	18.10	18.42	18.74	19.05	19.37	19.66
Meter Repairman	18.81	19.11	19.42	19.74	20.05	20.35
Pump Station Operator	17.69	18.08	18.47	18.85	19.24	19.63
Motor Equipment Operator	17.47	17.73	17.92	18.17	18.39	18.63
Meter Technician	19.83	20.25	20.67	21.09	21.50	21.92
STP Operator 2A	17.70	18.12	18.51	18.86	19.25	19.61
STP Operator 3A	18.39	18.80	19.20	19.57	19.97	20.34
STP Operator 4A	19.06	19.43	19.85	20.25	20.67	21.05
GIS Map Technician/Meter Technician	19.83	20.25	20.67	21.09	21.50	21.92
Apprentice Lineman	13.00	14.00	15.00	16.00		

## Appendix B

### 2009 - 2010 Salamanca Board of Public Utilities Labor Agreement Wage Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	21.75	22.15	22.53	22.93	23.32	23.71
Water Maintenceman	18.85	19.17	19.49	19.80	20.12	20.41
Meter Repairman	19.56	19.86	20.17	20.49	20.80	21.10
Pump Station Operator	18.44	18.83	19.22	19.60	19.99	20.38
Motor Equipment Operator	18.22	18.48	18.67	18.92	19.14	19.38
Meter Technician	20.58	21.00	21.42	21.84	22.25	22.67
STP Operator 2A	18.45	18.87	19.26	19.61	20.00	20.36
STP Operator 3A	19.14	19.55	19.95	20.32	20.72	21.09
STP Operator 4A	19.81	20.18	20.60	21.00	21.42	21.80
GIS Map Technician/ Meter Technician	20.58	21.00	21.42	21.84	22.25	22.67
Apprentice Lineman	13.75	14.75	15.75	16.75		

**Appendix E****2012 - 2013 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	24.00	24.40	24.78	25.18	25.57	25.96
Water Maintenceman	21.10	21.42	21.74	22.05	22.37	22.66
Meter Repairman	21.81	22.11	22.42	22.74	23.05	23.35
Pump Station Operator	20.69	21.08	21.47	21.85	22.24	22.63
Motor Equipment Operator	20.47	20.73	20.92	21.17	21.39	21.63
Meter Technician	22.83	23.25	23.67	24.09	24.50	24.92
STP Operator 2A	20.70	21.12	21.51	21.86	22.25	22.61
STP Operator 3A	21.39	21.80	22.20	22.57	22.97	23.34
STP Operator 4A	22.06	22.43	22.85	23.25	23.67	24.05
GIS Map Technician/ Meter Technician	22.83	23.25	23.67	24.09	24.50	24.92
Apprentice Lineman	16.00	17.00	18.00	19.00		