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Contract Database Metadata Elements

Title: **Ephratah, Town of and Ephratah Highway Department Unit, United Public Service Employees Union (UPSEU) (1999)**

Employer Name: **Ephratah, Town of**

Union: **Ephratah Highway Department Unit, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **07/01/99**

Expiration Date: **12/31/02**

PERB ID Number: **7344**

Unit Size: **5**

Number of Pages: **12**

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(Ephratah Highway Dept Unit)

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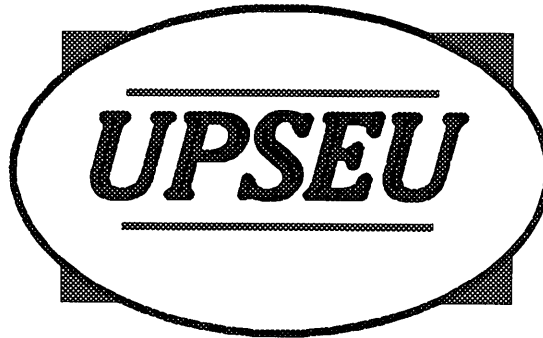
COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF EPHRATAH

and the

United Public Service Employees Union



JULY 1, 1999 TO DECEMBER 31, 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

SEP 21 2000

EXECUTIVE DIRECTOR

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**ARTICLE 1
PURPOSE**

This agreement is entered into between the TOWN OF EPHRATAH, Fulton County, State of New York, hereinafter referred to as the Town and UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter referred to as the Union, said Union being the sole and exclusive bargaining representative of the non-elective, full-time employees of the Highway Department of said Town, as hereinafter stated for the purpose of complying with Article 14 of the Civil Service Law of the State of New York, and all amendments thereto.

**ARTICLE 2
RECOGNITION**

- Section 1. The Town recognizes the Union as the sole and exclusive bargaining representative of all non-elective, full-time employees of the Highway Department of the Town for the purpose of collective bargaining and processing grievances.
- Section 2. Pursuant to Section 208 of the Civil Service Law, the Union shall have unchallenged representational status for the maximum period permitted by law as of the date of the execution of this agreement.
- Section 3. The Union shall have the exclusive right to payroll deduction privileges throughout the challenged representational period.
- Section 4. The Union affirms that it does not assert the right to strike against the Union, to assist or participate in any such strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

**ARTICLE 3
COMPENSATION**

- Effective 7-1-99: Two and one-half percent (2.5%) salary increase
Effective 1-1-00: Three percent (3%) salary increase
Effective 1-1-01: Three percent (3%) salary increase
Effective 1-1-02: Three percent (3%) salary increase

	7/1/99 -12/31/99	1/1/00 - 12/31/00	1/1/01 - 12/31/01	1/1/02 - 12/31/02
LABORER	\$ 9.65	\$ 9.94	\$ 10.24	\$ 10.55
SKILLED LABORER	\$ 10.21	\$ 10.52	\$ 10.84	\$ 11.17
FULL-TIME OPERATOR	\$ 11.00	\$ 11.33	\$ 11.67	\$ 12.02
MV MECHANIC	\$ 11.33	\$ 11.67	\$ 12.02	\$ 12.38

The Town shall pay the cost of uniforms for its employees.

The classification of workers herein is intended to coincide with those titles employed by the Civil Service Commission, if a controversy arises as to the meaning of any classification, the Civil Service Law definition shall control.

**ARTICLE 4
WORK DAY, WORK WEEK, WORK YEAR, OVERTIME**

- Section 1. The Highway Superintendent shall have the right to fix the hours of work for each employee.
- Section 2. The normal work day shall consist of not more than eight (8) hours and the normal work week shall consist of not more than forty (40) hours, Monday through Friday.
- Section 3. During the summer, from May 1st to October 31st, the normal work day shall consist of ten (10) hours per day and the normal work week shall consist of forty (40) hours, Monday through Thursday.
- Section 4. Any work performed on the following holidays shall be paid at a rate of two and one-half (2 ½) times the regular rate of pay: Christmas Day, New Year's Day, Election Day and Thanksgiving day.
- Section 5. The Town agrees to continue the present policy of paying the employees one-half (½) of their hourly rates when the employee is required to be performing work during the one-half (½) hour lunch period.
- Section 6. The normal work year for all full-time employees will be fifty-two (52) weeks, including time off for vacation.

**ARTICLE 5
RETIREMENT**

- Section 1. The Town will subscribe to and offer to its employees as a benefit the plan offered by New York State to its employees known as the "New York State Employees Retirement Plan" throughout the duration of the contract.
- Section 2. Upon retirement, an employee can cash out up to a total of 40 hours sick time; the remainder will be used in accordance with the language in the contract regarding leave policies. This provision will be effective for employees hired after 1970.

**ARTICLE 6
HEALTH BENEFITS**

Section 1. The Town shall continue the current health insurance plans (Mohawk Valley Physicians (MVP), Blue Shield Flex) or equivalent HMO coverage, for the duration of this agreement. A copy of the coverage intended to be afforded is attached hereto and marked as "Exhibit A".

Section 2. The Town shall continue the current dental insurance plan, or equivalent coverage, for the duration of the agreement. A copy of the coverage intended to be afforded is attached hereto and marked as "Exhibit B."

Section 3. Town employees who retire after five (5) years credited employment by the Town and after the age of 55 years shall be eligible to continue their individual or family health insurance coverage upon payment to the Town of the cost thereof.

Town employees who retire after ten (10) years credited employment by the Town and after the age of 55 years shall be eligible to continue their individual health insurance at no cost to the retiree. If the employee for at least three (3) years prior to retirement had family coverage and wishes to continue such coverage, the retiree or his surviving spouse shall pay to the Town the additional cost thereof.

Any Highway employee covered by this Agreement, hired prior to October 21, 1998 and who retires after twenty (20) years credited employment by the Town and after the age of 55 years, shall be eligible to continue family health insurance coverage at no cost to the retiree or his surviving spouse, if the employee, for at least three (3) years prior to retirement, had family coverage.

Section 4. Health insurance coverage shall begin in January or July as the open enrollment period is defined by the insurance carrier. The Town Supervisor shall be notified for request of insurance coverage one (1) month prior to the open enrollment period.

**ARTICLE 7
HOLIDAYS**

Section 1. Effective upon the signing of this Agreement, all employees covered by this agreement shall receive normal workday pay for the following holidays not worked during the year: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, the day after Thanksgiving, the Employee's Birthday and Columbus Day. Employee's Birthday may be used as a floating holiday.

- Section 2. If any of the said holidays fall on a Saturday or Sunday, it shall be celebrated on a Friday or Monday. If the State of New York celebrates one of the holidays on another day, that day shall be the day celebrated for purposes of this contract.
- Section 3. If one of the said holidays falls during an employee's vacation, he shall be entitled to take another day off in lieu thereof; such day to be decided upon by agreement between the Highway Superintendent and the employee.
- Section 4. If an employee is out on disability and a holiday falls during that period, said holiday may be taken after disability is paid and employee returns to work.

**ARTICLE 8
VACATIONS**

- Section 1. Effective January 1, 1976, employees covered by this agreement shall be entitled to vacation on the basis of continuous service as follows:

<u>SERVICE</u>	<u>VACATION</u>
One (1) full year	One (1) full week
Three (3) full years	Two (2) full weeks
Five (5) full years	One additional day for each year
	Up to an additional one (1) week
Ten (10) full years	Three (3) full weeks

- Section 2. It is agreed that payment for each week of vacation shall be forty (40) hours regular pay; however, all holidays and vacations or days off in lieu thereof must be utilized during the current year or they shall be forfeited.
- Section 3. Employees must notify the Town one (1) week prior to the vacation time requested. Employee vacation requests are encouraged to be submitted by March 1st of each year on an appropriate form. The Highway Superintendent shall respond to the vacation request by March 15th. At all times, vacation approvals shall be based upon the operational needs of the department. Once approved, an employees' vacation cannot be displaced by a more senior employee. Subsequent vacation requests may be submitted, but shall be subject to the operational needs of the department. In the event of an emergency, the Highway Superintendent can approve or disapprove request.

**ARTICLE 9
LEAVE POLICIES**

- Section 1. Each employee covered by this agreement will be allowed one (1) sick day per month with an accumulation of up to ninety-five (95) days.
- Section 2. The Town may require an employee absent from work for illness for a continuous period of two (2) or more days to support the absence by a doctor's written statement.
- Section 3. The Town agrees to continue its present coverage under the New York State Disability Law.
- Section 4. The Town agrees to excuse an employee from work for up to five (5) days when there is a death of an immediate family member. For the purpose of this agreement, immediate family is defined to mean a person related to an employee as mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandchild, grandparents or a person standing in the legal position as parent.
- Section 5. Employees are entitled to one personal day per year. All requests for said Personal Day shall be made by notifying the Town Highway Superintendent within 72 hours of the day being requested. Shorter requests will not be unreasonably denied.
- Section 6. When an employee is called for jury duty, the employee will report to work at the normal starting time. The employee will remain at work performing their normal job and then leave with enough time to report to the court. The employee shall get a voucher showing the time that the employee was at said court. If the employee is released before the normal work day is over, the employee shall report back to work until the work shift is over.

The employees shall be paid their normal wages by the Town for the first five (5) days spent on jury duty. After the first five (5) days, the employee shall use any available time (sick, personal, vacation). Any and all payment from the court shall be turned over to the Town upon receipt of such payment.

**ARTICLE 10
SENIORITY**

- Section 1. Seniority shall commence from the day of hiring of the full-time employee. Part-time employees, who are not covered by this agreement, are not entitled to any seniority.
- Section 2. Seniority shall be among the criteria for:
- (A) Filling a vacant or new position
 - (B) Determining promotions

- (C) Scheduling vacation
- (D) Determining lay-offs

Section 3. New employees shall serve a three (3) month probationary period during which said employee shall not be eligible for sick leave, holiday, personal leave or health insurance benefits.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as any complaint which the employee has over salary, wages, terms and conditions of employment and a claimed violation of the terms of this agreement.

Section 2. (A) If an employee feels that he has a grievance, he will notify the Superintendent of Highways of this complaint and request a meeting with the Superintendent to discuss the matter.

(B) The Superintendent will meet with the employee and the employee's representative within three (3) business days after the complaint is brought to the attention of the Superintendent in an attempt to resolve the matter.

(C) If the Superintendent has no authority to resolve the complaint, he will notify the employee on the date of the meeting or within two (2) business days of the meeting. If he can make a decision on the complaint, he will make his decision known to the employee within five (5) business days of their meeting.

(D) If the employee is dissatisfied with the decision of the Superintendent, or in a case where the Superintendent does not have the authority to make a decision, the employee within fifteen (15) business days will submit his grievance to the Town Board by filing a written statement of grievance with the Town Clerk. Within five (5) business days, the Town Board will schedule a hearing of the grievance, which hearing shall be conducted within ten (10) working days of the receipt of the grievance by the Town Clerk. The hearing shall be conducted by the Town Board or its designated representative at the place where the Town holds its regular monthly Board meetings. The employee may be represented by a representative of his own choosing.

(E) Within ten (10) business days of the hearing the employee shall be notified in writing of the decision of the hearing.

- (F) If the employee is dissatisfied with the decision of the Town Board, he shall reduce his grievance to writing and submit same to the New York State Mediation Service and serve a copy personally or by mail on the Town Clerk.
- (G) If the employee is dissatisfied with the decision of the mediator, he has the right to request arbitration of his grievance by filing a request for arbitration with the Town Clerk within fifteen (15) business days after receipt of the decision of the Mediation Service.
- (H) Within five (5) business days thereafter, the Town Supervisor or the Town Attorney will meet with Counsel for the Union to forward a joint letter to the Public Employment Relations Board, requesting a list of arbitrators. The procedures established by the Public Employment Relations Board will be followed in the selection of the arbitrator.
- (I) Both parties will be allowed to call and examine witnesses before the arbitrator, who after hearing all of the evidence in the case, will render a decision within thirty (30) days after completion of the hearing. The decision of the arbitrator will be binding upon all parties to this agreement.
- (J) The cost of the arbitrator shall be shared equally by the Town and the Union.
- (K) It is the intent of the parties to avoid grievances and complaints and to resolve any which arise at the earliest possible time.

ARTICLE 12 GRIEVANCE OF EMPLOYER

In the event of a grievance by the employer and/or the Town Highway Superintendent, the procedure shall be as outlined in Article 11.

ARTICLE 13 UNION SECURITY

Section 1. **RIGHTS OF THE UNION**: The Union shall have the sole and exclusive right to represent all the non-elective full-time employees of the Highway Department of the Town of Ephratah in the collective bargaining unit in any and all proceedings under the Public Employees Fair Employment Act; under any applicable law, rule, regulation or statute, as to the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the employer

to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objective free from any interference, restraint, coercion and discrimination by the employer or any of its agents.

Section 2. **RIGHTS OF THE EMPLOYEES:**

(A) Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the employer.

(B) Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the employer or its agents.

Section 3. The provisions of Section 75 of the Civil Service Law shall be applicable hereafter to the removal, discipline or suspension of any Town employee covered by this agreement. With regard to disciplinary matters not covered by the law, the Town agrees to apply the concept of progressive and corrective action. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. The process of progressive discipline shall include counseling, oral reprimand, written reprimand, suspension (up to five (5) days) and discharge. However, progressive discipline may not be followed in extreme cases.

Section 4. It is agreed that neither of the parties hereto shall discriminate against any of the Town employees covered by this agreement by reason of sex, nationality, race or political affiliation.

Section 5. The Union agrees to do its utmost to see that its members perform their respective assigned duties, loyally, efficiently, and continuously under the terms of this agreement. The Union and the Town employees covered hereby agree that they will respectively use their best endeavors to protect the interests of the Town, to conserve the property thereof, to protect the public and to give service of the highest quality to the Town.

**ARTICLE 14
MANDATORY PROVISION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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 15
SAVINGS CLAUSE**

In the event that any term or provision of this agreement shall be determined or declared by any court or statute to be null, void or inoperative, such term or provision shall thereafter be null, void or inoperative and all other terms and provisions of this agreement shall thereafter continue in effect.

**ARTICLE 16
KEY-MAN POLICY**

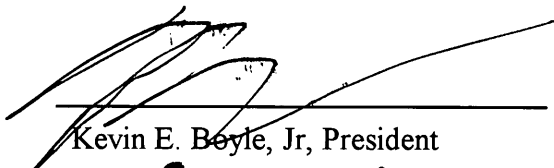
The Town and Union agree, that if the Town so elects, it may institute what is known as a "Key-Man Policy" for the duration of this contract, whereby one full-time operator will be considered part of management even though he is performing his normal job. This man may be given certain supervisory tasks as set forth by the Superintendent of Highways, however, he will not have the authority to hire or fire. In the event a Key-Man is chosen, changed or deleted, the Union will be notified in writing.

**ARTICLE 17
TERM**

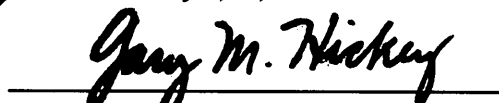
- Section 1. It is mutually agreed that this agreement shall commence on the 1st day of July, 1999 and shall end on the 31st day of December 2002.
- Section 2. This agreement sets forth the entire agreement between the parties, and there are not other agreements, written or oral, between the parties hereto, and the same may not be modified, altered or changed except by written agreement executed by the parties hereto.
- Section. 3. The Town and Association agree to commence negotiations for a new contract prior to the expiration of this Agreement, by September of 2002.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 16TH day of NOVEMBER 1991.


**UNITED PUBLIC SERVICE
EMPLOYEES UNION**



Kevin E. Boyle, Jr, President

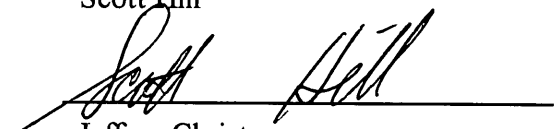


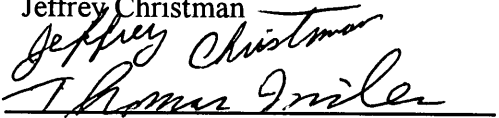
Gary M. Hickey
Vice President/Regional Director



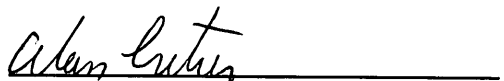
Carlton Christman

Scott Hill



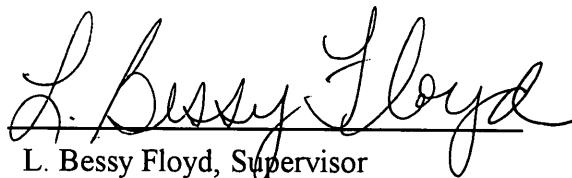
Jeffrey Christman


Thomas Miles

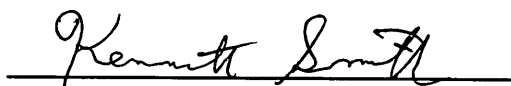


Alan Cretser


TOWN OF EPHRATAH



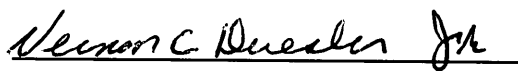
L. Bessy Floyd, Supervisor




Kenneth Smith, Councilman



Linda S. Horan, Councilwoman



Vernon C. Duesler, Jr., Councilman



Clarence F. Orr, Councilman