



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: **Greece, Town of and Town of Greece Guardians Club (2001)**

Employer Name: **Greece, Town of**

Union: **Town of Greece Guardians Club**

Local:

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

Expiration Date: **12/31/05**

PERB ID Number: **7369**

Unit Size: **19**

Number of Pages: **17**

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/>

7369_12312005

Greece, Town Of And Greece Traffic
Guardians Club

1375
29940

TO
CG

AGREEMENT

BETWEEN

THE TOWN OF GREECE

AND

THE TOWN OF GREECE

GUARDIANS' CLUB

January 1, 2001 - December 31, 2005

RECEIVED

JAN 11 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENT

<u>ARTICLE</u>	<u>PAGE</u>
1 Agreement	4
2 Applicable Law	4
3 Recognition	4
4 Collective Negotiating Unit	4
5 Management Rights	4
6 Compensation:	
Rate of Pay	5
Minimum Hours	5
Longevity	6
Staff Development Days	6
7 Sick Leave:	
Sick Leave	6
Half Pay Sick Leave	7
8 Vacation	8
9 Snow Days	8
10 Holidays	9
11 Life Insurance	9
12 Health Insurance:	
Employee Coverage	9
Retiree Coverage	10
13 Bereavement Leave	11
14 Seniority	11
15 Grievance Procedure	12
16 Reciprocal Rights	14

17	Members Rights	14
18	Separability	15
19	Complete Agreement	15
20	Future Negotiations	16
21	Deferred Compensation	16
22	Term of Agreement	17

ARTICLE 1 - AGREEMENT

AGREEMENT made this 16th day of November, 2000 by and between the **TOWN OF GREECE, NEW YORK**, hereinafter referred to as the "**TOWN**", and **TOWN OF GREECE GUARDIANS' CLUB**, hereinafter referred to as the "**CLUB**".

ARTICLE 2 - APPLICABLE LAW

The public Employment Act, the provisions of the Civil Service Law, and the local Laws of the Town of Greece, hereinafter known as the "Town", shall govern the terms and provisions of this Agreement. Where there is an inconsistency, the Civil Service Law shall govern the terms and provisions of this Agreement.

ARTICLE 3 - RECOGNITION

Section I - The Town recognizes the Town of Greece Guardians' Club, hereinafter known as the Club, as the sole and exclusive representative for all the employees in the unit described in Article 4.

Section II - The Town agrees that the Club shall be the sole and exclusive representative for all the employees described in Article 4, for the purpose of collective negotiations and grievances on a limited basis.

Section III - The Club affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE 4 - COLLECTIVE NEGOTIATING UNIT

The unit shall consist of all School Traffic Guards employed by the Town.

ARTICLE 5 - MANAGEMENT RIGHTS

It is understood and agreed that all functions of management of the Town which are not specifically limited by the express language of this agreement are retained by the Town. The functions limited in this article are illustrations of the responsibilities retained by the Town and are not intended as an

all-inclusive list. The management of the operations; methods; the direction of the work forces, including but not limited to, the right to direct and control all the operations or services to be performed in or at the facilities of the Town, to decide what work if any shall be performed in the facilities by employees; to schedule working hours (including overtime work); hire, promote, demote, and transfer; to suspend, dismiss, discharge for cause; to relieve employees because of lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to establish standards and rates for new or changed jobs; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities, are among the responsibilities vested exclusively in the Town management.

ARTICLE 6 - COMPENSATION

1. *Rate of Pay*

Effective with the first pay period of 2001, the 2000 pay schedule will be increased by three percent (3%).

Effective with the first pay period of 2002, the 2001 pay schedule will be increased by three percent (3%).

Effective with the first pay period of 2003, the 2002 pay schedule will be increased by three percent (3%).

Effective with the first pay period of 2004 the 2003 pay schedule will be increased by three percent (3%).

Effective with the first pay period of 2005, the 2004 pay schedule will be increased by three percent (3%).

2. *Minimum Hours*

Each officer shall receive a minimum of three (3) hours pay per day when on duty twice a day and a minimum of four (4) hours pay per day when on duty three (3) times a day. These minimum hours will also apply during the summer hours.

Each relief officer shall receive one hour pay at the regular rate of pay for each day of required on call work.

3. ***Longevity***

The Town of Greece will make a Longevity payment to employees after five (5) years of service as a permanent School Crossing Guard. The payment will be made in December based on the number of years the employee has completed during that year:

<u><i>Years of Service</i></u>	<u><i>Amount of Longevity</i></u>
1-4 years	\$0.00
5 years	\$25.00
6 years	\$50.00
7 years	\$75.00
8 years	\$100.00
9 years	\$125.00
10-14 years	\$200.00
15 - 19 years	\$250.00
20 years	\$325.00

4. ***Staff Development Days***

On the days when the Greece School District schedules "Staff Development Days" and the schools are closed, employees will participate in in-service training programs for which they will receive two (2) hours pay. There will be a maximum of two (2) in-service training days under this provision during each school year.

ARTICLE 7 - SICK LEAVE

7.1 ***Sick Leave***

In addition to all other time off, each member of the Club shall be entitled to five (5) days annual sick leave with pay after one (1) year of service.

Those members with five (5) or more years service shall be entitled to ten (10) days annual sick leave with pay.

Sick leave shall be credited each January to all employees who have a minimum of one (1) year of service with the Town by January 1.

Sick leave shall be granted for the following reasons:

1. Sickness or injury to the employees.
2. Serious illness in the employee's immediate family requiring the care and attendance by the employee.
3. Quarantine regulations.
4. Medical and dental visits.

Immediate family for these purposes shall include mother, father, spouse, child, brother, sister, grandparents, or a person occupying the position of the parent or employee's spouse, or another relative who is an actual member of the employee's household.

Except in an emergency, at least 48 hours notice is to be given to a supervisor for sick leave taken due to medical or dental visits. Medical and dental visits which are not emergencies shall be made during working hours only under circumstances where an appointment cannot be made during non-working hours.

Sick leave days shall be allowed to accumulate to a maximum of forty (40) days.

In cases where absence due to illness is of a duration of more than three (3) consecutive working days, a certificate issued by an attending physician shall be filed with supervisor. If an employee fails to submit proof of illness or reason for an absence when required to do so, such absence shall not be considered sick leave.

Relief guards will be credited with sick days on the first of January, after they have completed one (1) year of service. Relief guards will be eligible to use sick days once they have worked ninety (90) days in a school year. Sick days for relief guards will be granted for illness occurring on scheduled work days, and not for days they are on call-in status and decline to work because of illness.

7.2 *Half Pay Sick Leave*

Permanent School Crossing Guards who have been employed by the Town on a regular basis (not temporary nor relief) for a minimum of five (5) years shall be eligible to be considered for half pay sick leave for a non-occupational disability, sickness or accident for a period not to exceed three months under the following conditions:

- a. All paid sick leave that the employee is eligible to receive is exhausted;
- b. The employee has produced a statement from the attending physician indicating the reason for and anticipated length of the disability;
- c. The employee has not abused the sick leave privilege during the course of employment with the Town;

Half pay will be calculated based upon the regular number of scheduled hours for the employee for a standard pay period. If an employee is on half pay sick leave during one of

the defined vacation periods in Article 8, and has vacation credit, the employee must use the vacation during that period and then may return to half pay sick leave as long as the eligibility requirements continue to be met.

Employees will be eligible to receive half pay sick leave for a cumulative total of 3 months in a twelve month period. The 12 month period will commence on the first use of half pay sick leave.

Employees will also only be eligible to receive half pay sick leave for one 12 month period out of every 24 months. The 24 month period will commence when the employee has returned to work having exhausted their half pay sick leave eligibility as defined above.

ARTICLE 8 - VACATION

Each member of the Club shall receive vacation with pay as follows:

- after one (1) year of service = 5 days
- thereafter, an increase of one (1) day per year to a maximum of 15 days per year.

Relief guards will be required to work a minimum of ninety (90) days during the previous calendar year in order to qualify for vacation credit.

Vacation days will be credited to employees on their anniversary date. Paid vacation for all employees will be scheduled to coincide with the major vacation periods: Christmas, mid-winter, spring and end of school year. Employees must notify their supervisor of the specific dates that they want to schedule their vacation days. The employee may elect to be paid for any unused vacation at the end of each school year.

There will be no carry-over of vacation days permitted.

ARTICLE 9 - SNOW DAYS

In the event the Greece Central School District cancels regularly scheduled classes due to snow conditions, members of the Club will be paid the rate of pay for the hours normally worked that day.

ARTICLE 10 - HOLIDAYS

10.1 - Pre-Scheduled Holidays

Each employee covered by this agreement shall receive 11 holidays each year. Employees will be paid at their regular rate of pay for said 11 holidays. The relief officers shall receive the guaranteed on call pay for the 11 holidays. The 11 holidays shall be as follows:

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

10.2 - Personal Days

After three (3) years of service as a permanent School Crossing Guard, the employee shall receive two (2) "personal days"; after five years of service as a permanent School Crossing Guard, the employee shall receive three (3) "personal days". Request for use shall be determined by seniority with one week prior written request to the Crossing Guard Supervisor. Personal days must be used within the calendar year and will not be paid off or carried over into subsequent years.

ARTICLE 11 - LIFE INSURANCE

The Town shall provide at no cost to the employee group life insurance in the amount of \$6,000 for each employee covered by this contract.

ARTICLE 12 - HEALTH INSURANCE

Section 1 - Employee Coverage

- a. Employees in this unit will be provided coverage under the Town's Blue Cross/Blue Shield Blue Choice Select plan. Employees will have the option of selecting coverage under the Town's Blue Cross/Blue Shield Blue Million plan or Preferred Care Community plan. The employee will be responsible for paying any difference between the cost of one of these plans and the Town's contribution as outlined below.
- b. The employee shall have worked for the Town of Greece for a two (2) year period.

- c. The Town will contribute 75% of the total premium of the selected base HMO listed above for all employees hired prior to 01/01/2001. Employees hired subsequent to 12/31/2000 will pay 50% of the total premium of the base HMO selected. The employee will contribute the balance of the premium, based upon the plan selected, by payroll deduction. (The requirements of this paragraph "C" and paragraph "D" do not apply to: Penny Redder, Lorraine Mucha, Gloria Honan, Rosemary Voight or Marilyn Schneider - the will continue to receive base health insurance paid 100% by the Town).
- d. The Town's health insurance program must be the sole source of coverage available to the employee. If coverage is available elsewhere, whether comparable or not, whether fully or partially paid by another source, the employee will not be eligible for Town coverage. Employees wishing to participate in Town coverage must provide verifiable information to attest to this eligibility factor, if requested.
- e. Any employee who does not meet the above conditions may participate in the Town's health insurance program on a self-pay basis

All premiums involved shall be the obligation of the employee and shall be in accordance with the established Town billing process. Coverage will be terminated if the employee is delinquent in making monthly premium payments.

Coverage will be reactivated only upon resolution of delinquent payments. The Town reserves the right to exclude from coverage individuals who disregard billing procedures and payment deadlines.

Section 2 - Retiree Coverage

The Town will provide health insurance coverage for retirees in this unit under the following conditions:

- a. The employee must leave employment with the Town for retirement under the New York State Retirement System; **or** if not a member of the Retirement System, the employee must leave employment with the town no earlier than the minimum age for full retirement of the Tier they would have entered into had they joined the Retirement System upon initial hire.
- b. Employees hired after January 1, 1975 must have at least 10 years of continuous service with the Town.
- c. Retirees shall continue to contribute toward the premium under the same formula established for them as an employee.
- d. For Employees hired January 1, 1989 or later, retiree coverage shall be extended only if Town coverage is the sole source of health insurance available to the retiree.
- e. Surviving spouses of deceased retirees may participate in the Town's health insurance group plans as self-payers.
- f. The minimum age requirement (a) will be waived for employees who have worked for the

Town for ten (10) years or more, and are approved for disability retirement by the NYS Retirement System, or for disability Social Security benefits.

ARTICLE 13 - BEREAVEMENT LEAVE

Employees will be eligible for paid bereavement leave between the day of the death and the day following the funeral, for the following family members:

- three (3) days for death in the immediate family (employee's mother, father, spouse, or child);
- three (3) days for death of parents of the employee's spouse;
- two (2) days for death of employee's sister or brother;
- one (1) day for the death of a grandparent or spouse's grandparent.

Upon request, the employee shall submit to the Department Head or his designee a notice of death or other evidence attesting to the validity of such absence.

ARTICLE 14 - SENIORITY

Seniority shall commence on the date of the employee's first hiring by the Town as a School Traffic Guard, and only actual time in service will be considered. Application of this section shall be governed by Section 80 of the Civil Service Law.

A current seniority list showing the names and length of service of each member shall be maintained for inspection by Club representatives.

An employee shall forfeit his seniority rights only for the following reasons:

1. Resignation without reinstatement in one year.
2. Termination for just cause.
3. Retirement.

Seniority shall be a factor in filling post openings provided employee is deemed qualified to fill the post. The judgment of qualification shall be the prerogative of the administration. Only when new or old posts are available will assignments be changed according to seniority. Should a post be eliminated, the guard whose post is being eliminated shall be given post assigned to the newest guard at the option of the guard with more seniority.

Assignments of guards to extra posts and extra duties falling outside normal working hours shall be governed by seniority. Examples of such instances are the Saturday Religious Instruction posts, the summer playground posts, assisting at bike rodeos and other assigned duties falling outside of normal working hours. The most senior guard will be afforded the opportunity to work and if he

refuses, the next most senior person will be asked and so on down the line until the job is filled.

ARTICLE 15 - GRIEVANCE PROCEDURE

Each employee shall have the right to present his grievance to representatives of the Town free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation in all steps of the grievance procedure.

A grievance shall be defined as an acclaimed violation of an express provision of this agreement; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, position classification, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, (or as to any matter which the Town is without authority to act).

A pending grievance shall in no way operate to impede, delay or interfere with the right of the Town to take the action being grieved.

Step 1: A grievance as defined herein above between an employee and the Town shall be initiated in the first instance by the employee involved and/or the employee's representatives with the Chief of Police. The grievance shall be submitted in writing and signed by the aggrieved party or in the event of a grievance on behalf of a group of employees by the representative of such group of employees. A grievance, if it is to be considered, must be presented within ten (10) business days from its known occurrence.

The grievance shall stipulate the specific provision or provisions of the contract which is alleged to have been violated by the Town.

The Chief of Police shall serve a written reply to the aggrieved party or parties within three (3) business days of the submission of the grievance.

Step 2: In the event the grievance is not disposed of under Step 1, the grieved employee may request a review of the grievance with the Town Supervisor or his representative. Such request shall be submitted to the Town Supervisor in the manner provided for in Step 1 of the Grievance procedure within five (5) business days of the conclusion of Step 1.

The Town Supervisor or his authorized designee shall conduct an informal hearing, in which all parties involved may present oral or written statements in support of their position.

The Town Supervisor or his authorized designee shall serve a written reply to the aggrieved employee within five (5) business days following the close of the hearing.

Step 3: In the event the grievance is not disposed of under Step 2 of this procedure, the aggrieved employee may request a review of the grievance with the Town Board or its representatives. Such request shall be submitted in the same manner provided for in Step 2 of this procedure and shall be submitted within five (5) business days following the conclusion of Step 2.

Step 4: In the event the grievance is not disposed of under Step 3 of the grievance procedure, the aggrieved employee may submit the grievance to arbitration in the manner provided for below within five (5) business days from the conclusion of Step 3.

The parties shall meet promptly for the purpose of attempting to select a mutually acceptable arbitrator to resolve the grievance. Should the parties be unable to agree upon a mutually acceptable arbitrator, a request from the grieving party shall be submitted to the New York State Public Employment Relations Board requesting a panel of 5 names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator after reviewing oral and written statements and testimony presented at such hearing, shall respond in writing to both parties to the dispute within 30 days following the close of such hearings. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall act in a judicial, not legislative capacity, basing his decision upon the express language, not implied meanings of this agreement. He shall apply the express language of this agreement to the claim of the grievance and no more, without adding to, subtracting from or in any way amending the express terms of this agreement it being understood that the parties intended nothing more than that which is expressly set forth in this agreement or any written supplement to it, executed by the parties. Past practices may be considered in interpreting an ambiguous provision of this agreement where it applies directly to such provision. Past practices, regardless of their nature, may not be considered by an arbitrator for the purpose of creating an employee or Union right or Town obligation or liability unless expressly recognized and affirmed in writing by the Town.

The arbitrator's decision shall cover only the issue in dispute without recommendation or comment on other matters, and no liability shall accrue against the Town for a date prior to the date the grievance was presented in writing. If the dispute as presented does not involve an obligation assumed by the Town under this agreement or the application of the expressed terms of this agreement, the arbitrator shall so rule in his award, and the matter shall be entertained no further by him.

The fees and expenses of the arbitrator shall be shared equally between the parties hereto.

ARTICLE 16 - RECIPROCAL RIGHTS

The Town recognizes the right of the guards to designate representatives limited to the President, Chairman of Negotiation Committee, and Attorney for the Club, or any other person designated by them to represent them, to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract. Such guard representatives shall also be permitted to appear at public hearings before the Town Board only when the Club has declared an impasse in contract negotiations and fact-finding has been completed pursuant to the Taylor Act. The said representative shall be dressed in civilian clothing. The Club will give the names of their representatives and attorney to the Town of Greece, each year when they are designated.

ARTICLE 17 - MEMBERS RIGHT

To insure the rights of the members regarding this agreement, questions may arise from time to time regarding the conduct of the Guards. Such questions may require prompt action on the part of the Chief of Police or his designates. To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing the rights of each member, the following rules of procedure are hereby established:

1. The interrogation will be at a reasonable hour, preferably during the daylight hours.
2. Such investigation will be conducted at the Police Department. Investigations will not be conducted at a member's home if he so requests.
3. Employees shall be informed of the name and rank of the investigating officer and that of anyone else present.
4. The employee will be informed of the nature of the investigation before any interrogation begins. If known, employees will be provided with sufficient information relating to the alleged allegations. If it is known that the employee being interviewed is only a witness in the matter, the employee shall be advised of this fact.
5. Interrogations will be as brief as possible, but should they require more time, reasonable time will be provided for respites for necessities, meals, phone calls, etc.
6. The employee shall not be subjected to offensive language, nor be threatened with transfer, dismissal, or any other disciplinary punishment. No offer of rewards shall be made as an inducement to answer questions. The investigating officer may inform the employee that his conduct can become the subject of disciplinary action.
7. In all cases where an employee is to be interrogated concerning an alleged violation of bureau rules and regulations which, if proven may result in dismissal, suspension, or the infliction of any other punishment upon him, the employee shall be afforded reasonable time to consult with an attorney of his own choosing and/or a representative of the Club before being interrogated.

In all cases, the employee shall have the right to have an attorney of his own choosing and/or a representative present during the interrogation as an advisor. However, in such cases, the member has a right to postpone the interrogation for a period of twelve (12) hours from the time of such notification.

ARTICLE 18 - SEPARABILITY

Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree to meet and negotiate substitute provision for such parts or provision rendered or declared illegal or an unfair practice. The remaining parts of provisions shall remain in full force and effect.

ARTICLE 19 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the employer and the Club, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated and signed this agreement.

This agreement shall represent all employee rights, privileges and benefits granted by the Town to its employees and unless specifically and expressly set forth in this agreement, all practices and benefits previously granted are not in effect.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO, THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

It is further agreed and understood by both parties that this agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this agreement are held to violate

such law, such provisions shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect, as if the invalid or illegal provisions had not been a part of this agreement.

ARTICLE 20 - FUTURE NEGOTIATIONS

The parties mutually agree that negotiations for the contract for the year 2006 will commence on July 1, 2005.

In the event that a new contract is not consummated and signed at the time that this contract expires, the terms and conditions of this Contract will remain in effect until such time that a new contract has been negotiated and signed.

ARTICLE 21 - DEFERRED COMPENSATION

Effective January 1, 1993, employees of this unit will be allowed to participate in the Town's deferred compensation plan.

ARTICLE 22 - TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2001, and shall terminate at the close of business on December 31, 2005.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this day of

TOWN OF GREECE

BY *[Signature]*

12/18/00
Date

TOWN OF GREECE
GUARDIANS' CLUB

BY *Mary Ann Fisher*

December 14, 2000
Date