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**Contract Database Metadata Elements**

Title: **Herkimer, County of and United Electrical Radio and Machine Workers of America (UE), Local 206, Herkimer County Highway Employees (1997)**

Employer Name: **Herkimer, County of**

Union: **United Electrical Radio and Machine Workers of America (UE), Herkimer County Highway Employees**

Local: **206**

Effective Date: **01/01/97**

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Herkimer, County Of And Ue Local  
206 (Herkimer Hghwy Employees)

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AGREEMENT

Between The

COUNTY LEGISLATURE OF HERKIMER COUNTY

And The

UNITED ELECTRICAL RADIO AND MACHINE WORKERS OF  
AMERICA (UE) LOCAL 206/HERKIMER COUNTY HIGHWAY  
EMPLOYEES

January 1, 1997 - December 31, 1999

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
OFFICE

APR 07 1999

CONCILIATION

## ARTICLE I

### Preamble

The County of Herkimer, hereinafter referred to as the "County," and the United Electrical Radio and Machine Workers of America (UE) Local 206/Herkimer County Highway Employees hereinafter referred to as "UE Local 206" declare it to be their mutual policy that in order to promote harmonious labor relations between the County and its employees the principle of collective bargaining is to be employed pursuant to the New York State Public employees' Fair Employment Act and that no article or section of this contract is to construed to be in violation of the New York State Civil Service Law.

## ARTICLE II

### Recognition

Section 1. UE Local 206 affirms that it does not assert the right to strike against the employer, 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.

Section 2. The County of Herkimer hereby agrees to provide an agency shop to the eligible employees of the Herkimer County Highway Department and agrees to deduct UE Local 206 dues from each eligible employee of the Highway Department, whether a member of UE Local 206 or not.

Section 3. UE Local 206 hereby agrees to indemnify the employer and hold harmless the employer regarding any claims and suits pertaining to agency shop deductions. This includes legal fees and any other expenses and costs incurred in defending such claims and suits and any judgments or awards resulting therefrom.

## ARTICLE III

### Compensation

Section 1. Effective January 1, 1997, the annual base salary for employees of the bargaining unit listed in Exhibit "A" attached hereto shall be increased by 2.5%.

Section 2. Effective January 1, 1998, the annual base salary for employees of the bargaining unit listed in Exhibit "A" attached hereto shall be increased by 2.5%.

Section 3. Effective January 1, 1999, the annual base salary for employees of the bargaining unit listed in Exhibit "A" attached hereto shall be increased by 2.5%.

Section 4. Seasonal employees shall receive the same annual percentage increases as set forth above.

#### ARTICLE IV

##### Collective Bargaining Unit

Section 1. The County, acting through its County Legislature, does hereby recognize as negotiating agent, UE Local 206 for all employees of the County of Herkimer designated in Exhibit A attached hereto.

Section 2. Any member of the Bargaining Unit shall have the right to ask for and receive a leave of absence without pay for union business, not to exceed a total of 16 days per year provided the request is made at least one week before the day the leave is to begin. A maximum of two members of the Bargaining Unit may be on union leave at any given time.

#### ARTICLE V

##### Vacation

Section 1. All full-time employees who have been in the continuous service of the County for at least one year shall be entitled to two weeks' vacation with pay at the regular rate, one week of which may be taken after six months of appointment at the regular rate.

Section 2. All full-time employees who have been in the continuous service of the County for at least five years shall be entitled to three weeks' vacation with pay at the regular rate.

Section 3. All full-time employees who have been in the continuous service of the County for at least ten years shall be entitled to four weeks' vacation with pay at the regular rate.

Section 4. All full-time employees who have been in the continuous service of the County for at least fifteen years shall be entitled to five weeks' vacation with pay at the regular rate.

Section 5. All full-time employees who have been in the continuous service of the County for at least twenty years shall be entitled to six weeks' vacation with pay at the regular rate.

Section 6. The first full week of July shall be a week of vacation for all employees designated herein.

Section 7. At the time of retirement, each employee shall be paid in full for all accumulated vacation time subject to a maximum of thirty (30) days.

Section 8. Employees hired after December 31, 1985 will only be entitled to a maximum of four (4) weeks' vacation after ten (10) years of continuous service with the County. All persons employed prior to December 31, 1985, either seasonal or full time, should be exempt from this paragraph.

Section 9. Hereafter, no employee is allowed to carry more than thirty (30) days of unused vacation time from year to year or to be taken at retirement. Any days in excess of the aforementioned thirty (30) days will be deemed lost on January 1, of the year after which said excess were earned.

## ARTICLE VI

### Sick Leave

Section 1. Sick leave is for sickness, sufficient to confine an employee to home, or to an area where the employee can be reached, except for necessary doctor's visits. The department head may require a physician's certificate for any absence of more than three (3) days. Notwithstanding the above, the department head may require a physician's certificate whenever there is a demonstrated pattern of use, which certificate shall not be routinely required.

Section 2. Sick leave and the rules of sick leave shall remain the same as provided in Section 4 of Resolution No. 65 for the year 1967, except that for full-time employees only:

a. The maximum sick leave to be accumulated as provided in Subdivision (e) of Section 4 of Resolution No. 65 for the year 1967 is hereby amended so as to read 185 days.

b. A sick leave bank will be established whereas full-time employees will be able to borrow days over and beyond their accumulated sick leave. The bank will be established with full-time employees donating days on a voluntary basis.

Section 3. Sick leave is to be used in minimum of hourly increments.

Section 4. Employees who fail to phone in when absent shall be placed on leave without pay for that day.

## ARTICLE VII

### First Aid Course

Section 1. The County of Herkimer will pay for a first aid course and an advanced first aid course to be given to all full-time employees of the Herkimer County Highway Department during January and February, such course to consist of a basic first aid course required every three years and a CPR course required yearly.

## ARTICLE VIII

### Workday, Workweek and Overtime

Section 1. The workweek of all employees of the Highway Department of the County of Herkimer shall be eight hours per day, forty hours per week, consisting of five consecutive days, Monday to Friday. The normal hours for first shift shall be 7:30 a.m. to 4:00 p.m. All time in excess of eight hours per day or forty hours per week shall be paid at the rate of time and one-half their normal rate.

Section 2. When an employee is called in for duty during any off-duty hours, he shall be paid a minimum of four hours at time and one-half except as follows:

a. An employee who is called into work four (4) hours or less prior to the start of the work day shall be paid at the rate of time and one-half from the time that the employee was called in until the start of the work day, even if the employee is directed home prior to the start of the work day.

b. An employee who is called back in for duty a second time within four (4) hours of an initial call back shall not receive a second additional four (4) hours of pay, but shall be paid for the actual time worked at time and one half.

Section 3. In the event that it is mutually agreed upon by UE Local 206 and the Highway Committee, the workweek may be adjusted to four ten-hour days on a month-to-month basis.

Section 4. In the event that the County commences to undertake snowplowing county roads on a full-time basis, the parties agree to reopen negotiations relating to additional hours of work, if any, by said employees.

Section 5. In the event that the County has a need to change an employees shift or employees starting time, the employee or employees shall receive at least forty-eight (48) hour notice, except in case of emergency situations in the judgement of the Highway Superintendent.

## ARTICLE IX

### Code of Rules and Regulations

Section 1. The County shall draw up a Code of Rules and Regulations pertaining to the County, its employees and personnel, the written copy of which shall be distributed to all employees.

## ARTICLE X

### Holidays

Section 1. All employees shall be allowed the following holidays with pay at the regular rate: New Year's Day, Memorial Day, Lincoln's Birthday, Washington's Birthday, one-half day Good Friday, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, the day before Christmas, one-half day before New Year's Day, as well as any other day designated as a holiday by the Chairman of the Herkimer County Legislature. When any of the above listed holidays falls on Sunday, the following Monday shall be considered to be the holiday. When any of the above listed holidays falls on a Saturday, the previous Friday shall be considered to be the holiday.

Section 2. Any employee required to work on any holiday enumerated by the Chairman shall be given equivalent time off within the next two payroll periods.

Section 3. All laborers, temporary motor equipment operator, and temporary heavy equipment operator who are on the payroll for a minimum of thirty calendar days will be paid holiday pay, providing they work the full working day immediately preceding and full working day immediately following the holiday. All employees will work Martin Luther King Day at straight time, and Section 2 of the Article shall not apply.

Section 4. In order to be paid for a holiday, an employee must work the previously scheduled work day before the holiday and after the holiday, or be excused with pay.

## ARTICLE XI

### Retirement Benefits

Section 1. There shall be a 1/50th non-contributory plan to 1938, pursuant to Section 75-g of the Retirement and Social Security Law of the State of New York for all full-time employees.

Section 2. Retirement benefits will be provided under the New York State Retirement System as per the following schedule:  
If last joined Retirement System Before July 1, 1973 - Tier 1;  
If joined between July 1, 1973 and July 1, 1976 - Tier 2;  
If joined on or after July 1, 1976 - Tier 3 Member if you joined ERS;  
If joined on or after September 1, 1983 - Tier 4 Member if you joined ERS

## ARTICLE XII

### Rain Suits, Coverall Service and Work Shoes

Section 1. The County shall purchase two (2) sets of rain suits per foreman, which shall be charged out to the foreman, and which rain suits shall have a life expectancy of three (3) years

Section 2. The County will arrange coverall service, 16 pairs, for eight (8) men the year round and for twenty-three (23) men during the winter months.

Section 3. The County will issue a blanket order to one local store whereby employees may purchase work shoes, and when the bill is received by the County the employee will be charged through a payroll deduction plan of five (5) dollars per pay period. If a temporary employee leaves the employ of the County, any monies owed for work shoes will be deducted in full from the final paycheck.

Section 4. The County will provide \$50.00 each year of the contract for all employees included in the bargaining unit for the purchase of overboots or workshoes, which must be approved by the county, with proof of purchase. The employees shall be responsible for the cost over the \$50.00. This provision shall apply only to full-time and seasonal employees within the bargaining unit, and shall not apply to summer employees.

## ARTICLE XIII

### Pay Schedule

Section 1. Each employee of the Herkimer County Highway Department shall receive a complete pay schedule for each year, which pay schedule shall be delivered to them on or before the 31st day of January of each year.

## ARTICLE XIV

### Schedule of Vacation and Sick Leave

Section 1. Every employee shall receive a list of the sick days and vacation days he has been granted for the year.

## ARTICLE XV

### Credit Union

Section 1. All employees of the Herkimer County Highway Department shall be eligible to join an established Federal Credit Union, in Herkimer County, and the County shall provide



and process all necessary paperwork, including payroll deductions, if so requested by the employees.

#### ARTICLE XVI

##### County Budget and Wage Scale

Section 1. UE Local 206 will be provided with two copies of the adopted county budget and one copy of the adopted wage scale.

#### ARTICLE XVII

##### Payroll Deductions

Section 1. The County shall provide payroll savings and federal bond deductions for each employee, provided that the employee requests said deductions and signs the required forms.

#### ARTICLE XVIII

##### Department Advancements and Provisional Pay

Section 1. All positions or jobs for the Herkimer County Highway Department must be filled on a promotional basis from the ranks of the Herkimer County Highway Department, unless no personnel from said department can qualify for said job or position, in which case a person may be brought in from outside the said department to fill the said job or position.

Section 2. All competitive examinations in connection with the said department must be given to personnel of the Herkimer County Highway Department first, and any job or position must be filled from the said personnel unless no one from the said personnel can qualify, in which case open competitive examination may be given:

Section 3. Any employee must have worked for the said department for at least one year to be eligible to take a competitive examination as personnel of the Highway Department.

Section 4. Employees who are promoted shall serve a six (6) month probationary term. If the employee does not satisfactorily complete probation, the employee may return to his/her former position without loss of seniority.

#### ARTICLE XIX

##### Years of Service

Section 1. The wages for any job or position in the Herkimer County Highway Department will be based upon years of service in the Herkimer County Highway Department.

Section 2. The date service begins will be the day that the employee starts continuous employment with the said department. The department may place an employee one step below his proper longevity step for a provisional period, except that a new employee must be placed at the starting level for a given job. After appointment the employee must be given the proper wage for his job or position.

Section 3. Wages for every job or position must be the wage as agreed upon for that specific job or position and must be taken from the latest contract between the County Legislature and UE Local 206.

Section 4. Any seasonal employee hired on a full-time basis will receive credit for up to 5 years of accumulated continuous service for seniority, longevity, and vacation purposes only. The total service time will be accounted for by total months of service not to exceed five (5) years.

## ARTICLE XX

### Laborer-Supervisor Relations

Section 1. There shall be a meeting between the County Superintendent of Highways and the negotiating committee of UE Local 206, date of which meeting shall be as required by either party.

Section 2. There shall be a meeting between the County and the Union Negotiations Committee at least thirty (30) days prior to the expiration of the agreement for the purpose of negotiating any and all changes to the agreement.

## ARTICLE XXI

### Personal Leave

Section 1. Each full-time employee shall be granted 3 days (24 hours) personal leave at the discretion of the department head.

Section 2. Except in an emergency, employees shall request personal leave at least two (2) days prior to the requested date. Unused personal leave shall be added to sick leave.

## ARTICLE XXII

### Bereavement Leave

Section 1. All employees shall be entitled to a bereavement leave of three days for the immediate members of his family. For the purpose of bereavement leave, the immediate members of his

family shall consist of parents, husband, wife, grandparents, brother, sister, child, mother-in-law, father-in-law or any other relative living in the employee's household.

Section 2. One day of Bereavement Leave shall be granted to the death of brothers-in-laws, sister-in-laws, aunts and uncles.

### ARTICLE XXIII

#### Health Insurance

Section 1. Each full time employee and their family listed in Exhibit A attached hereto, shall be covered by Blue Cross-Blue Shield Plan UB-17, as spelled out in Addendum to Schedule A of the policy, which is attached. Full-time permanent employees hired after the execution of this agreement shall contribute 25% of the health insurance premiums ( Family or individual). A seasonal employee who is subsequently employed as a full-time permanent employee shall be considered a new employee for the purpose of this article.

Section 2. Effective January 1, 1994, the Major Medical deductible under the Blue-Cross Blue Shield Plan UB-17 shall be one hundred (100.00) dollars for an individual plan and two hundred (200) dollars for a family plan. Effective January 1, 1996, the Major Medical deductible shall be two hundred (200) for an individual plan and four hundred (400) dollars for a family plan. It shall be the of the employee to pay all Major Medical deductibles provided herein.

Section 3. Each full-time employee and their family listed under "included" in Exhibit A attached hereto shall be covered by Blue Shield Dental plan. The Blue Shield Group Dental Plan Booklet No. 02975-00, -71 spells out the benefits.

Section 4. The Employer shall have the right to change Health Insurance Carriers, including self insurance, and dental plans, provided that the new Health Insurance Plan or Dental Plan is equivalent to the programs currently in effect. Prior to any change, the Employer will give the Union thirty (30) days notice. The Union may seek review of the Employer's decision to change carriers or plans with the personnel and finance committees of the Legislature.

Section 5. Employees may enroll in an approved HMO with no additional costs to the Employer.

Section 6. Employees who are covered by health insurance from another source may elect not to receive county health insurance. The employee must make the election in November for the following calendar year. The employee shall receive one-half of the county cost of health insurance payable in lump sum in

December of the year in which the employee did not receive health insurance. During the year, the employee may not reenter the county's health insurance plan unless the employee is no longer covered by health insurance from the other source. If it is necessary for the employee to re enroll in the county health insurance plan, the employee shall receive pro-rata reimbursement. An employee hired prior to the execution of this Agreement who re-enrolls in the County health insurance shall not be required to contribute towards the health insurance premium as set forth in Section 1 above. This provision shall become effective for the year 1994. Employees who elect not to receive health insurance in 1994 must make such election in November of 1993.

Section 7. The parties agree that the County shall comply with the Family and Medical Leave Act of 1993 (FMLA) as long as such law is in effect and provided however that employees shall have the right to continue insurance coverage for up to twelve (12) weeks while on FMLA leave on the same terms as said employee.

Section 8. Seasonal employees are entitled to purchase hospitalization insurance by paying 100 percent of the cost by the first of each month. The only right conferred by this section is the right to purchase insurance as provided herein, provided the employee makes timely payments, provided the coverage is afforded by the carrier, and provided the employee meets the insurer's criteria for insurability. If payment is not made, the coverage will be dropped and will not again be allowed until the insurer's next open period.

#### ARTICLE XXIV

##### Seasonal Employees

Section 1. A Seasonal employee's wage will not be cut when lowered to a lesser position to finish out the year after having proved satisfactory in the first position while the County needed such employee in that position.

Section 2. Payment of the two hours wages will be made out to seasonal employees who show up for work but are then sent home due to inclement weather conditions.

Section 3. Seasonal employees will be granted five days vacation after six months employment. With the second consecutive season of employment, one additional day will be added to the base five days, and so on, with an additional day earned in each succeeding consecutive season to a maximum of fifteen days, and not cumulative from one year to the next. Seasonal employees will use accumulated vacation days earned (pro-rated) commencing on the first full week of July.

Section 4. Seasonal employees shall be granted sick leave starting after the initial season of employment to be earned at the rate of one day per month of employment to a maximum of two days. After the initial season of employment, seasonal employees shall be granted two personal leave days. Personal leave must be used in accordance with Article 21, Section 2 and may not be carried over. Seasonal employees may carry over their accumulated sick leave if appointed to a full-time permanent position.

Section 5. Seasonal employee is defined as any employee whose position in which the nature of the service is such that it is not continuous throughout the year but only a portion of the year.

## ARTICLE XXV

### Management Rights

Section 1. Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the County are retained by it including, but not limited to, the right to determine the mission, purpose, objective and policies of the Highway Department; to determine the facilities, methods, means and numbers of personnel required; to select, recruit, hire, appraise, train, retain, layoff, promote, determine qualifications of employees, and to assign or transfer employees; to direct, deploy and utilize the work force; and to decide the number and location of its business and service operations to be conducted and rendered.

## ARTICLE XXVI

### Layoffs

Section 1. Any layoff of full-time permanent employees shall be made by inverse order of seniority. Employees laid off shall have their name placed on a recall list for a period of one year. The recall of permanent full-time employee shall be made by seniority.

Section 2. Seasonal employees shall be recalled based upon job classification. In recalling seasonal employees, seniority shall be a factor taken into consideration.

## ARTICLE XXVII

### Grievance Procedure

Section 1. Definitions:

(a) Grievance shall mean a claimed violation of a specific provision of this agreement

(b) Employee shall mean a permanent full-time employee within the bargaining unit and seasonal employees within the bargaining unit

(c) Union shall mean UE Local 206;

Step 1. If an employee or the union believes that there has been a violation of a specific provision of this agreement, the employee or the union may file a grievance which shall specify the specific provision of the agreement claimed to have been violated and the facts and circumstances giving rise to the grievance.

The grievance must be submitted in writing within ten (10) calendar days from the date when the employee knew, or should have known, of the claimed violation. Failure to file a grievance within ten (10) calendar days shall be deemed to be a waiver of the grievance.

Within seven (7) calendar days after receiving the grievance, the department head shall meet with the aggrieved employee and, upon request, the appropriate representative of the union to discuss the grievance. If the grievance is not resolved, the department head shall issue a written response within five (5) calendar days of the meeting.

Step 2. If the union is not satisfied with the response to the grievance at Step 1, the union may appeal the grievance to the Personnel Committee of the County Legislature within seven (7) calendar days from receiving the Step 1 response or within seven (7) calendar days when Step 1 response should have been received. Failure to submit the appeal within said seven (7) calendar days shall be deemed to be a waiver and a withdrawal of the grievance.

Within twenty calendar days of receiving the appeal, the Personnel Committee of the County Legislature will meet and review the grievance. The Personnel Committee may conduct a hearing. Within ten (10) calendar days of the meeting, or within ten (10) calendar days after close of the hearing, the Personnel Committee shall issue a decision in writing on the grievance.

Step 3. Binding Arbitration. If the union is not satisfied with the Step 2 response, the union may submit the matter to arbitration by filing a Demand for Arbitration within ten (10) calendar days after receipt of the Step 2 decision or within ten (10) calendar days when the Step 2 decision should have been received. The demand for Arbitration is to be filed with the New York State Public Employment Relations Board in

accordance with its rules and regulations. Failure to file the demand within the said ten (10) days shall be deemed to be a waiver and a withdrawal of the grievance.

The decision of the arbitrator shall be binding upon all parties. The arbitrator shall have no power or authority to add, to modify or delete any provisions of this agreement. The arbitrator's decision is to be rendered within thirty (30) days after the close of the hearing.

The arbitrator's fees shall be shared equally by the union and the employer.

#### ARTICLE XXVIII

##### Miscellaneous Provisions

Section 1. An employee absent from work without authorization for ten (10) consecutive work days shall be deemed to have resigned from his position if he/she has not provided a satisfactory explanation for such absence on or before the 11th day following commencement of such unauthorized leave.

Section 2. An employee who resigns from employment shall give the Employer at least two (2) weeks advance notice. Failure to provide the notice shall result in the loss of payment for accrued leave benefits.

Section 3. An employee with one or more years of continuous service may be granted a leave of absence in the judgment of the Highway Superintendent for good and sufficient cause

No leave of absence will be granted for more than eight-month period except as otherwise provided by law. Seniority will not accrue while employee is on leave except for layoff and recall purposes.

#### ARTICLE XXIX

##### Non-Discrimination Clause

The County and the Union agree that there shall be no discrimination against any employee on account of union membership or lack thereof; race, color, creed, religion, sex, national origin, or age; provided that the employee is otherwise capable of performing the essential job functions with reasonable accommodation. The union agrees that in the event the County so accommodates an employee said accommodation will not be the basis of a grievance hereunder.

The County and the Union agree to comply with the provisions of the Americans with Disabilities Act of 1990. The County and

the Union agree that they shall not discriminate against any employee because of physical or mental disability or because of any infirmity created by service in the United States military.

ARTICLE XXX

Duration of Contract

Section 1. This agreement shall become effective as of January 1, 1997, and shall remain in effect for three calendar years.

ARTICLE XXXI

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.

HERKIMER COUNTY LEGISLATURE

By: Donald V. Conti  
Chairman

UNITED ELECTRICAL RADIO AND  
MACHINE WORKERS OF AMERICA  
(UE) LOCAL 206/HERKIMER  
COUNTY HIGHWAY EMPLOYEES

By: Robert J. Rathke  
President

Dated this 20th day of  
March, 1998.



EXHIBIT A

Eligibility List for Membership  
in Herkimer County Highway Department Association

Included

Assistant Civil Engineer  
Junior Civil Engineer  
Highway Maintenance Foreperson  
Working Foreperson  
Heavy Equipment Operator  
Motor Equipment Operator  
Laborers  
Auto Mechanic Foreperson  
Stockkeeper  
Automotive Mechanic  
Cleaner

Excluded

County Highway Superintendent  
Senior Civil Engineer  
Principal Account Clerk  
Account Clerk-Typist  
Highway Maintenance Supervisor  
Summer Student Laborers