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Hornell, City Of And Hornell Dept Of  
Public Works Assn

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21

**AGREEMENT BETWEEN**

**THE CITY OF HORNELL, NEW YORK**

**AND**

**THE DEPARTMENT OF PUBLIC WORKS ASSOCIATION**

**APRIL 1<sup>ST</sup>, 1999 TO MARCH 31<sup>ST</sup>, 2002**

**CITY OF HORNELL, NEW YORK**

**BOARD OF PUBLIC WORKS**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**SEP 25 2000**

**CONCILIATION**

**SHAWN D. HOGAN, MAYOR**

**COMMISSIONER MICHAEL FUCCI  
COMMISSIONER WILLIAM JACKSON**

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## **AGREEMENT**

Agreement made this 1<sup>st</sup> day of April, 1999,

By and between the City of Hornell, New York, hereinafter designated the Employer or governing body, and the Department of Public Works Association, hereinafter designated as the "Association".

Whereas, the parties hereto desire to promote harmonious and cooperative relationship between them,

Now, therefore, in consideration of the mutual agreements, terms and conditions herein contained between the parties and pursuant to the Taylor Law and other applicable laws of the State of New York, the parties hereto do each agree with the other as follows:

## DEFINITIONS

- 1. ASSOCIATION** Means the recognized employee organization for the Department of Public Works.
- 2. DEPARTMENT OF PUBLIC WORKS** Includes employees under the supervision and control of the Board of Public Works for the City of Hornell.
- 3. EMPLOYEES** Means individuals employed by the Board of Public Works, excluding the Superintendent of Public Works, the General Foreman, and any positions designated as managerial confidential.
- 4. CITY** Shall mean the City of Hornell.
- 5. EMPLOYER** Shall mean the City of Hornell, New York and/or any part of the management thereof.
- 6. GRIEVANCE** Shall mean any dispute between the Association and/or individual employee and the City with respect only to the meaning or interpretation of provision(s) of this agreement.

## ARTICLE I

### SECTION 101. RECOGNITION

The City recognizes the Department of Public Works as the sole and exclusive bargaining agent for "Employees" of the Department of Public Works in collectively negotiating the terms and conditions of their employment and for the settling of grievances and disputes arising concerning the interpretation or application of the terms of this contract.

## ARTICLE II

### SECTION 201. DURATION OF AGREEMENT

This agreement shall be effective for the term of three (3) years commencing on the first day of April, 1999 and terminating on the 31<sup>st</sup> day of March, 2002.

### SECTION 202. TERM OF REPRESENTATION

The City extends the representation rights to the Association for a three (3) year period ending March 31<sup>st</sup>, 2002.

## ARTICLE III

### SECTION 302. LEGISLATIVE ACTION – AGREEMENTS BETWEEN PUBLIC EMPLOYER AND EMPLOYEE ORGANIZATION

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislation has given approval.

## ARTICLE IV

### SECTION 401. ASSOCIATION RIGHTS

The City extends the Association the following rights:

- (A) To membership dues deduction upon representation of dues deduction to authorization cards signed by individual employees.
- (B) To unchallenged representation status for the duration of this agreement.
- (C) The Association shall have the right to post notices and communications on departmental bulletin boards.
- (D) Employees who are designated by the Association to adjust grievances or assist in the administration of this agreement shall be permitted a reasonable amount of free time to fulfill these responsibilities.
- (E) Agency Shop. Effective with the signing of this agreement and in accordance with chapters 667-668 of the laws of 1977 of the State of New York, the city shall notify all employees covered by this agreement, who were on the payroll as of April 1<sup>st</sup>, 1981 and who are not presently members of the DPWA that they have the right to join the DPWA, or if they choose not to join the DPWA, they shall have deducted from their salary an agency shop fee which shall be an amount determined by the DPWA.

- (F) Group Life Insurance. The City will make available for employees who so authorize, payroll deductions for a group life insurance policy. The Association will notify the Mayor in writing of the Association's approved life insurance plan.

**SECTION 402. CITY RIGHTS**

The Association recognizes the City's right to manage its affairs and shall not restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this agreement.

**ARTICLE V**

**SECTION 501. RESPONSIBILITIES**

It is specifically understood and agreed that all of the said employees shall abide by the rules and regulations of the Employer. It is further mutually understood and agreed that the Employer may adopt rules for the operation of the Department and the conduct of its employees, provided such rules and regulations are not in direct conflict with any of the provisions of this agreement. The City shall notify the President of the Department of Public Works Association of any proposed changes in the "Rules and Regulations" fifteen (15) working days prior to the implementation of said changes.

**SECTION 502. DISCIPLINE**

No employee will be disciplined or discharged for arbitrary or capricious reasons.

**ARTICLE VI**

**GRIEVANCE & ARBITRATION PROCEDURES**

**SECTION 601. PURPOSE**

For the purpose of this agreement, disputes shall be subject to the grievance procedure as outlined below:

A dispute concerning the application and/or interpretation of this agreement is subject to all steps of the grievance procedure including arbitration.

**SECTION 602. PROCEDURE**

**Step 1.** The employee or the employee and the Association's grievance representative shall present the grievance orally to the employee's immediate supervisor within ten (10) working days after the employee knew or should have known of the grievance.

The immediate supervisor shall meet with the parties involved and take all necessary steps to insure a proper disposition of the grievance made.

The supervisor must reply to the employee and/or his Association representative within five (5) workdays after the presentation of the grievance.

**Step 2.** In the event the grievance is not resolved in Step 1 hereof, the employee and/or his Association may appeal in writing to the Superintendent of Public Works.

The decision on the written appeal must be made within five (5) workdays of receipt of the written appeal.

The written grievance shall contain specific reference(s) to the section of the agreement, which the employee and/or his Association representative feels have been violated and a description of the grievance and the relief sought.

**Step 3.** In the event the grievance has not been satisfactorily resolved in Step 2 hereof, an appeal may be made by the Association in writing to the Board of Public Works within ten (10) work days of the receipt of the Step 2 decision. The Board of Public Works shall meet with the Associations Grievance Committee for a review of the grievance within ten (10) work days of the receipt of the written appeal and shall issue a written decision within ten (10) work days following the meeting.

**Step 4.** An appeal from an unsatisfactory decision at Step 3 and a request for arbitration may be brought by the Association President or his designee. Arbitration may be resorted to only when a dispute exists regarding the interpretation and/or application or a specific provision of this agreement.

- (A) A request for arbitration shall be initiated by the Associations serving upon the Employer a notice in writing of the intent to proceed to arbitration. Such intent must be filed within fifteen (15) workdays after receipt of the Step 3 decision.
- (B) Said notice shall identify the provisions of the agreement, the Department, the employee involved and a copy of the grievance(s) and the relief sought.
- (C) Within five (5) workdays after such written notice of submission to arbitration, the City and the DPWA will agree upon the mutually acceptable arbitrator from PERB and will obtain a commitment from said arbitrator to serve. If the parties are unable to obtain such a commitment within ten (10) workdays request for a list of arbitrators will be made to the PERB by both parties. The parties will then be bound by the rules and procedures of PERB in the selection of an arbitrator.
- (D) The arbitrator shall neither add to, subtract from nor modify the provisions of this agreement. They (arbitrators) shall confine their decision solely to the application and/or interpretation of this agreement.
- (E) The decision or award of the arbitrators shall be final and binding to the extent permitted by and in accordance with applicable law and this agreement. The arbitrators shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them.
- (F) All fees and expenses of the arbitrators, if required, shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case.
- (G) The arbitrators shall hold the hearing at a time and place convenient to the parties within twenty (20) workdays after the third arbitrator is selected. The panel of arbitrators selected shall issue their decision within thirty (30) calendar days of the hearing.



- (H) In the event a disagreement exists regarding the arbitrability of an issue which the Association wishes to submit to arbitration, the arbitrators shall have the authority to determine whether or not the issue in dispute is arbitrable under the expressed terms of this agreement. Once a determination that a dispute has been made, the arbitrators shall proceed to determine the merits of the dispute submitted to arbitration.

### **SECTION 603. EXTENSION**

All of the time limits contained in this article may be extended or altered by mutual agreement.

## **ARTICLE VII** **EMPLOYEE BENEFITS**

### **SECTION 701. SENIORITY**

The Department of Public Works will develop seniority lists in the various classification of work as shown in Appendix A. This list will be used for the purpose of scheduling vacations.

### **SECTION 702. PERSONAL LEAVE TIME**

Employees shall be entitled to thirty-two (32) hours personal leave time with full pay each year. These hours may be taken without explanation. Arrangements to take personal leave time shall be made by notifying the Superintendent of Public Works, through the immediate supervisor in advance who shall grant such time off if arrangements can be reasonably made. Personal leave is accrued during the contract year. **Any personal leave that is not used during the contract year may be converted to cash at the rate of seventy-five dollars (\$75.00) for each day not used.**

### **SECTION 703. EMERGENCY LEAVE**

- (A) Emergency leave of one (1) day will be granted for illness requiring emergency hospitalization of the member of the immediate family. It is mutually understood and agreed that emergency leave can only be used when the employee has no other leave time or vacation time available.
- (B) Bereavement leave will be granted for a death in the immediate family. "Immediate family" shall consist of husband, wife, father, mother, legal guardian, brother, sister, corresponding in-laws, uncle, aunt, nephew, niece, first cousin, grandparents, children, or a more distant relative if residing in the employees home at the time of death. If the death of, or funeral services for the family member occur during a scheduled vacation period or approved leave excluding disability or compensation, the bereavement leave that is granted shall correspond to the days that the employee was scheduled to have worked up to a maximum of three (3) days. **Corresponding in-laws shall include spouse's family.**

#### **SECTION 704. HOLIDAY**

It is mutually agreed that employees herein shall receive full compensation for the following legal holidays: New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and one additional day is granted in lieu of Lincoln's Birthday which may be taken at the employees discretion.

#### **SECTION 705. RATE OF PAY**

The rate of pay for the purpose of holiday pay shall be calculated at the rate of 1/10 of the bi-weekly salary for each day.

- (A) The employee must work the scheduled day before and after a holiday, unless authorized absence is approved, to receive holiday pay.
- (B) If a holiday falls on a Saturday, the holiday will be celebrated the preceding Friday. If a holiday falls on a Sunday, the holiday will be celebrated the following Monday. Normal overtime will be paid if you are called into work on any of the above mentioned holidays.

#### **SECTION 706. VACATIONS**

Employees covered by this agreement shall be granted a paid vacation according to the following schedule on each employee's respective anniversary date of hire:

- (A) Upon completion of one (1) year service – two (2) weeks (80 hours)
- (B) Upon completion of five (5) years service – three (3) weeks (120 hours)
- (C) Upon completion of fifteen (15) years service – four (4) weeks (160 hours)
- (D) Upon completion of twenty-three (23) years service – a total of five weeks (200 hours)

#### **SECTION 706A. VACATION BUY BACK**

Each employee of this unit will have the option to sell up to two (2) weeks of his/her vacation time to the City of Hornell. Each employee who so chooses will notify the City by November 1<sup>st</sup> of their intent to sell back vacation time. The payment for their vacation time will be made by December 1<sup>st</sup> or January 1<sup>st</sup> at the option of the employee.

#### **SECTION 707. SICK LEAVE\***

All active full-time employees having completed thirty (30) days of continuous service with the Employer who are absent from duty because of sickness or off duty injury shall be granted full pay for lost time for a period of thirty (30) calendar days, commencing with the first day of absence. In addition, the Employer shall carry in full force and effect for the duration of this agreement, insurance coverage providing each employee so absent seventy percent (70%) of his/her gross salary to a maximum weekly benefit of two hundred and fifty dollars (\$250.00) during a period of absence not exceeding fifty-two (52) weeks thereafter the City will pay for eighty percent (80%) of the cost of such coverage, the employee will pay the remaining twenty percent (20%).

Effective April 1<sup>st</sup>, 1985, maximum weekly benefits will be changed from \$150.00 to \$250.00. The Employer's contribution shall be 80%, the employee's 20%. All other factors on the disability insurance remain the same.

It is further understood and agreed that if an employee is injured on duty, he then is subject to the rules and regulations of the Employer's compensation carrier.

**\*This section is subject to change, by the agreement of both parties, pending the receipt of further information regarding this subject matter.**

#### **SECTION 707A. CREDIT FOR UNUSED SICK DAYS**

**For any employee that uses five or less sick days per year shall be credited one additional personal leave day which may be taken the following year.**

#### **SECTION 708. HEALTH PLAN**

As of April 1<sup>st</sup>, 1990, the City agrees to pay 85% of the current health insurance package. Employees will pay 15% of the cost of GHI Health/Hospitalization Including major medical, vision and dental rider, **or alternate coverage with the same or better benefits.**

Effective October 1<sup>st</sup>, 1999, the City will provide Preferred GHI Dental coverage at the appropriate contribution levels per contract, **or alternate coverage with the same or better benefits.**

Effective April 1<sup>st</sup>, 1990, all new hires will pay 30% of the entire health insurance package and the City will pay 70%.

The Association agrees to continue the co-pay agreement for prescription drugs and doctors visits for the life of the contract. The co-pay provision consists of \$10.00 for brand name prescription drugs/ \$3.00 for generic prescription drugs. \$5.00 for participating doctors visits.

#### **SECTION 709. OVERTIME**

- A. The workweek shall consist of forty (40) hours. Hours worked in excess of forty (40) hours shall be paid for at the rate of time and one half.
- B. Authorized leave time shall be considered as time worked for the purpose of computing overtime.
- C. Any employee called out to work shall receive a minimum of two (2) hours work for which he shall be paid.
- D. Any employee who works overtime for four (4) or more consecutive hours shall receive a **five dollar (\$5.00)** meal allowance.
- E. If overtime pay consists of more than six (6) hours, a separate check will be cut at the request of the employee.

## **SECTION 710. SALARIES**

It is understood and agreed that the salary schedule for each of the three (3) years of the agreement shall be as follows:

<b><u>DESCRIPTION</u></b>	<b><u>BASE 4/1/99</u></b> 3%	<b><u>BASE 4/1/00</u></b> 3%	<b><u>BASE 4/1/01</u></b> 3%
Grade 1	\$ 10.64/Hr.	\$ 10.96/Hr.	\$ 11.29/Hr.
Grade 2	\$ 11.45/Hr.	\$ 11.79/Hr.	\$ 12.14/Hr.
Grade 3	\$ 11.79/Hr.	\$ 12.14/Hr.	\$ 12.50/Hr.
Grade 4	\$ 12.18/Hr.	\$ 12.55/Hr.	\$ 12.93/Hr.
Grade 5	\$ 12.64/Hr.	\$ 13.02/Hr.	\$ 13.41/Hr.
Grade 6	\$ 13.32/Hr.	\$ 13.72/Hr.	\$ 14.13/Hr.

All other items in this contract are for a three (3) year duration.

On the anniversary date for each employee, five cents (\$.05) per hour will be added to their base hourly rate to and including the fifth year.

**Effective April 1<sup>st</sup>, 1997 on the anniversary date for each employee, an additional five cents (\$.05) per hour will be added to their base hourly rate to and including the fifth year for a total of ten cents (\$.10) per hour.**

The City shall have the right to pay new hirees from \$1.00 to \$2.00 per hour less than the base rate of each grade during the first twelve (12) months of their employment. Thereafter, said employer shall be paid the base rate in effect for their grade. Temporary/seasonal/part-time employees shall be paid at the minimum federal wage.

## **SECTION 711. METHOD OF PAYMENT**

The Association agrees to the salary deposit plan, whereby employees will be paid biweekly by having their salary deposited in the City designated bank in a checking account in their name.

## **SECTION 712. LONGEVITY**

It is mutually understood and agreed that increase in pay for longevity shall be at the rate of ten cents (\$.10) per hour after ten (10) years of service. Effective April 1<sup>st</sup>, 1993, the longevity pay for those employees with fifteen (15) years of service shall be fifteen cents (\$.15) per hour; and those employees with twenty (20) or more years of service shall be paid twenty cents (\$.20) per hour. **In the third year of the contract term, employees with twenty-five (25) or more years of service shall be granted an additional twenty-five cents (\$.25) per hour. This 25<sup>th</sup> year longevity payment shall cease with the expiration of the contract term. Any person earning this benefit will retain the payment even though the contract term expires.**

## **SECTION 713. RETIREMENT**

The Employer shall continue to make the full contribution to the State Employee's Retirement System according to the retirement plan now in effect, commonly known as 1/60<sup>th</sup>.

The Employer shall provide to eligible employees the coverage of Section 75-I of the State's Employees Retirement System effective April 1<sup>st</sup>, 1990. Effective April 1<sup>st</sup>, 1993 if an employee is on compensation the City will continue to make contributions to the retirement system for that employee. If the employee is in contributing class, they also must continue to make their contribution.

Upon retirement, the City will pay 50% of the employee's health insurance plan and 35% of dependent coverage. If no other dependent, two individual plans will be issued where applicable. In the event of the death of the retired employee, the City agrees to continue its 35% contribution for dependent coverage, individual or family as may be elected by surviving spouse. In the event the surviving spouse becomes eligible for coverage elsewhere either through remarriage or employment, the City's coverage shall cease. It is hereby understood and agreed that the surviving spouse, upon becoming eligible for coverage elsewhere will notify the City immediately.

#### **SECTION 713A. RETIREMENT INCENTIVE**

Employees must give one (1) year notice that he/she intends to retire. This notice must include effective date of retirement. When this notice is received, employee is eligible for one thousand dollars (\$1,000.00) retirement incentive added to the last year's salary.

#### **SECTION 714. PERSONAL PROPERTY LOSS**

It is mutually understood and agreed by the Employer and the Association that personal property items are to exclude clothing but shall include items that fall in the following category: eye glasses, dentures that may become damaged through no fault of the employee. As of April 1st, 1996, there shall be a one time reimbursement of twenty-five dollars (\$25.00) for the loss or damage of a ring or watch during the performance of the employees duties.

#### **SECTION 715. SAFETY**

It is mutually understood and agreed that the Employer and the Association shall at all times cooperate in matters of safety, health and sanitation affecting the employees herein.

#### **SECTION 716. EDUCATION**

The City will reimburse an employee one hundred percent (100%) of the tuition cost for a special course related to the improvement of the employees job performance, upon the successful completion of such a course (C or better).

The taking of such a course must be with the prior, written approval of the Mayor on the form provided.

An employee may request a year's leave of absence without pay or benefits described herein to attend school. The Board of Public Works will determine if such leave is to be granted, the individual may request a second year leave without pay to continue his education. The Board of Public Works will determine if such leave is to be granted.

### **SECTION 717. MILEAGE**

Any employee using private cars for approved City business is to be paid in the amount as established by the Common Council, the IRS rate in effect per mile, when authorized in advance by his supervisor and/or the Mayor.

### **SECTION 718. UNIFORMS**

The City agrees to purchase two (2) sets of coveralls for mechanics only which shall be maintained by the employee, worn during hours of employment and remain the property of the City. If the employee leaves the City and the uniforms are not returned, the City shall be reimbursed for the full cost of the uniforms. If the uniform at the end of above conditions prevailing, become excessively worn or damaged during the performance of the mechanic's duties, the employee may request a replacement from his supervisor. The determination of the replacement will be at the discretion of the supervisor.

### **SECTION 719. JOB POSTINGS AND BIDDINGS**

Whenever a job vacancy occurs it shall be posted at least ten (10) working days. Employees can bid for job vacancies by seniority and demonstrated ability to do the job. Where all factors are equal, the City shall have the right to promote the employee.

After interviewing all applicants, the City shall notify each candidate of who is selected for the job. Upon request, the City will furnish to any unsuccessful candidate a statement as to why he or she was not selected for the job. The City agrees to post all civil service job announcements at the City garage.

### **SECTION 720. CDL REIMBURSEMENT**

If the City requires a Class I or Class III Drivers License as a condition of employment, it shall pay the difference between the renewal fees for a regular driver's license and special license (CDL). For mechanics inspection license, the City shall pay the cost of said license up to a maximum of \$55.00.

## **ARTICLE VIII**

### **SECTION 801. CONTRARY TO LAW**

If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE X** **METHOD FOR MODIFICATION**

### **SECTION 1001.**

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

**ARTICLE XI**  
**CLOSING CLAUSE**

**SECTION 1101.**

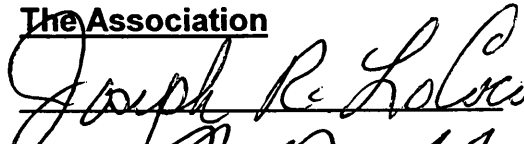
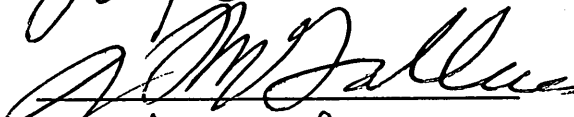
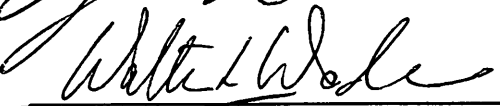

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement which is three (3) years, unless specifically stated elsewhere.

This agreement shall become effective April 1<sup>st</sup>, 1999 and shall terminate March 31<sup>st</sup>, 2002.

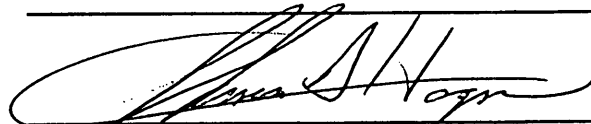
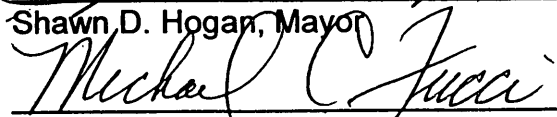
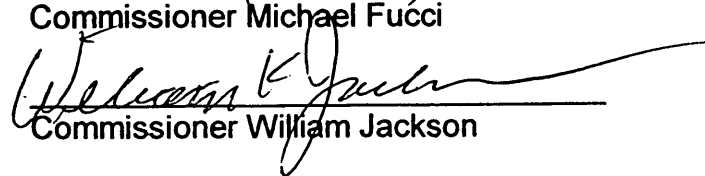
In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives.

Memorandum of understanding – work rule #7 after 4/1/93 any new hires must reside in the City to maintain employment.

**The Association**

**The City of Hornell, New York**

  
Shawn D. Hogan, Mayor  
  
Commissioner Michael Fucci  
  
Commissioner William Jackson