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Contract Database Metadata Elements

Title: **Manhasset-Lakeville Water and Fire District and Manhasset-Lakeville Foremens Association (2003)**

Employer Name: **Manhasset-Lakeville Water and Fire District**

Union: **Manhasset-Lakeville Foremens Association**

Local:

Effective Date: **01/01/03**

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Manhasset-Lakeville Water & Fire
District And Manhasset-Lakeville
Foremen'S Assn

SETTLEMENT AGREEMENT by and between the **MANHASSET-LAKEVILLE WATER AND FIRE DISTRICT** (hereinafter the "District") – and – the **MANHASSET-LAKEVILLE FOREMEN'S ASSOCIATION** (hereinafter the "Association") dated this 5th day of March, 2003.

WHEREAS, the Collective Bargaining Agreement between the parties expired by its terms on December 31, 2002, and

WHEREAS, the parties, through their representatives, have met and reached agreement on a renewal of the expired Agreement for an additional three (3) year term, retroactive to and effective from January 1, 2003 (except where specifically provided for otherwise) with certain modifications and additions, and now desire to reduce such agreements to a written renewal agreement between them;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration exchanged between them, the parties hereto have agreed as follows:

1. **ARTICLE XL – DURATION**

The Collective Bargaining Agreement between the District and the Association is extended for a three (3) year term retroactive to and effective from January 1, 2003 through December 31, 2005 in all its terms and conditions with the modifications and changes indicated below.

2. **ARTICLE XXXII – WAGE INCREASES**

A. Each Foreman who was on the active payroll of the District on January 1, 2003, and who is still employed by the District on the execution date of

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

this Settlement Agreement, shall receive an annual increase in his base salary for the year 2003 (retroactive to and effective from January 1, 2003) resulting from the application of a 3.5% increase to his base salary which was in effect on December 31, 2002.

B. In the second year of this Agreement, each foreman who is on the active payroll on December 31, 2003 and thereafter on the active payroll on January 1, 2004 shall receive an increase in his base salary, effective January 1, 2004 resulting from the application of 3.5% to his base salary which was in effect on December 31, 2003.

C. In the third year of this Agreement, each foreman who is on the active payroll on December 31, 2004 and thereafter on the active payroll on January 1, 2005 shall receive an increase in his base salary effective January 1, 2005 resulting from the application of 3.5% to his base salary which was in effect on December 31, 2004.

D. If during the term of this Agreement, the CSEA Field Unit Agreement is renewed for any term with a wage increase in any year which exceeds the increases for the foremen in the same year under this renewal Agreement, the District's Agreement with the Foremen's Association will be automatically adjusted to provide for a wage adjustment for the foremen which is one-half percent (1/2%) greater than the wage increase provided for by the District to the CSEA Field Unit.

3. ARTICLE XVI – LONGEVITY PAY

The additional annual salary benefit (longevity pay) provided in Article XVI of the expired Agreement will be improved by increasing the 30 year anniversary date adjustment by \$50.00 annually to a new figure of \$650.00 for such anniversary

date increase with the result that the new aggregate amount after the 30 year anniversary date additional benefit has been received by a foreman will be \$3,900.00.

4. ARTICLE XXX – UNIFORMS

1. Subparagraph B of Article XXX shall be dropped from the renewal Agreement.

2. Subparagraph C will be redesignated as B.

3. A new section C shall be added to the renewal Agreement to provide as follows:

On shirts provided to the foremen, for purposes of providing identification to the public, the District will add the title "Foreman" and the foreman's full name.

5. ARTICLE IV – HOURS OF WORK; OVERTIME

1. Paragraph D shall be modified to provide that the Fire District's evening shift foreman's hours shall be 4:00 p.m. to 1:00 a.m. inclusive of a one hour unpaid lunch period.

2. As a result of the foregoing change, the second sentence of subparagraph D shall be changed to read as follows:

In the event it becomes necessary, a foreman on such shift must be available for work assignments continuously throughout the shift, including the

lunch period. In such cases, the Fire District Supervisor will make an appropriate adjustment for such foreman thereafter.

6. ARTICLE V - HOLIDAYS

1. A new paragraph F shall be added to the renewal Agreement to read as follows:

A foreman who is required to work on any of the following holidays (New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day), whether scheduled to do so or because of an emergency, shall be compensated at double time (two times his regular straight time rate of pay) for the hours he works on such day.

2. All other provisions in the Article which provide for time off in addition to compensation shall remain unchanged.

7. ARTICLE X – LABOR-MANAGEMENT COMMITTEE

1. The title of this article in the renewal Agreement shall be changed to Labor-Management and Safety Committee.

2. The language of the article shall be modified to read as follows:

a) A Labor-Management and Safety Committee, consisting of the Superintendent of the District, the Fire District Supervisor, the District's labor counsel, a foreman representing the Water District, and a foreman representing the Fire District, shall meet quarterly each year of the contract to discuss grievances and other matters of mutual concern. Such meetings shall not be, however, for the purpose of negotiations. At the formal request of either side, in writing, the

Committee may be convened to meet more frequently, meaning one or more additional meetings to the required four quarterly meetings during the year.

b) For each meeting there shall be an agenda, prepared by the Superintendent. Not less than 24 hours before such meeting (whether it is a quarterly meeting or a requested additional meeting) any matters to be added to the agenda must be submitted to the Superintendent by either side.

c) The Superintendent shall post in an enclosed frame in a conspicuous place in the District, the dates of the four quarterly scheduled meetings of the Committee together with the names of the persons from each side who are members of the Committee.

d) Minutes of the Committee's meetings shall be kept, whether a scheduled quarterly meeting or an additional meeting, and any recommendations that are formulated and approved by a majority of the Committee shall be forwarded to the Board of Commissioners for its review and possible action.

For the purposes of this provision, the District's labor counsel shall not be considered a member of the Committee.

e) The minutes of the meetings of the Labor-Management and Safety Committee, whether the quarterly meetings or an additional meeting, shall be kept in a looseleaf in the District's Office Manager's office and shall be available in the event of a request to examine same by an OSHA field inspector representative.

f) In addition, there shall be an annual meeting of the District with all of the foremen of the District covered by this Agreement. Such meeting shall be

scheduled by the Superintendent, who shall also determine the agenda. At such meeting, neither grievances that have not been covered by the Labor-Management and Safety Committee, nor negotiation matters, shall be discussed. The purpose of such annual meeting, primarily, shall be to promote the relationship between the District and the foremen of the District and to open for general discussion matters of District-wide concern.

8. ARTICLE XVII – HEALTH INSURANCE

1. Paragraph A shall be amended to read as follows:

The District agrees to continue under the New York State Plan, or any alternative plan chosen by the foremen, a health insurance plan covering the individual foreman (and his family, where appropriate) in accordance with past practice.

Effective with the month following the adoption of this Settlement Agreement by the Board of Commissioners, foremen will contribute to the monthly payment for the health insurance plan which covers them, one-half of the increase in the monthly payment paid by the District in each year of the renewal Agreement.

The District represents that it has been notified by the New York State Empire Plan that the increase for 2003 is \$87.44 for family coverage and \$40.23 for individual coverage. Thus, effective with the month following the Board of Commissioner's adoption of this Settlement Agreement, foremen who have family coverage under the New York State Empire Plan will contribute \$43.72 per month, to form a part of the District's monthly payment on their behalf, and foremen who have individual coverage under the New York State Empire Plan will contribute \$20.11 per month, to form a part of the District's monthly payment on their behalf. Foremen will be notified by the District's Office Manager of second and third year

increases, if any, in monthly contributions required of the District (of which foremen will again pay half, which will cumulate with the prior half-increase payment).

The foregoing one-half of the increase shall be cumulative, as illustrated below:

Illustration: (figures used are fictitious and only for ease of illustration)

	<u>Prev. Year District's Monthly Contrib.</u>	<u>Increase</u>	<u>District's New Monthly Contrib.</u>	<u>Employee's Monthly Contrib.</u>
Year 1	\$500.00	\$50.00	\$525.00	\$25.00
Year 2	\$525.00	\$60.00	\$555.00	\$55.00
Year 3	\$555.00	\$40.00	\$575.00	\$75.00

2. In consideration for the foregoing agreement by the Foremen's Association that foremen will pay half of the monthly increases in the District's monthly contribution to the New York State Empire Plan on their behalf, the District agrees that effective with the first of the month following the Board of Commissioner's adoption of this Settlement Agreement, it will increase the salary of each foreman who is on the active payroll on that date by one-half percent (1/2%). The foregoing one-half percent (1/2%) is in addition to the annual wage increase provided for in the first year of this Agreement (2003) as set out in paragraph 2 of this Settlement Agreement covering wage increases under Article XXXII.

3. A new paragraph C shall be added to this Article in the renewal Agreement as follows:

If during the term of this Agreement, the District converts the dental benefit provided to any group in the District to a self-insured basis, the Association agrees that on the same effective date as such conversion takes place, it will also convert to self-insurance on terms that are identical to those which are applied to such other group's coverage (e.g., no reduction of the benefit). The District represents that in the event such conversion were to take place for any other group of employees, which was then made effective under this Agreement as well, that the sole purpose for such conversion would be to effect a savings for the District where premium benefits in past years have exceeded benefit claims submitted by the covered employees.

9. ARTICLE XLIII – MISCELLANEOUS

1. The existing language in the expired Agreement shall be redesignated as paragraph A.

2. In addition, a new B shall be added, to read as follows:

In the discretion of the Superintendent of the District or the Fire District Supervisor, one or more foremen may be permitted to take home a District beeper or a District cell phone or a District vehicle.

3. In addition, a new C shall be added to read as follows:

Wherever in the renewal Agreement, language indicates that time off will be granted to a foreman who works overtime, such time off will be at time and one-half (e.g., if the language indicates a foreman will be given time off for having worked a period of time at the overtime rate of time and one-half and if the hours so worked were 4 hours, the foreman would be given 6 hours of time off).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

MANHASSET-LAKEVILLE FOREMEN'S ASSOCIATION

MANHASSET-LAKEVILLE WATER AND FIRE DISTRICT

By: Robert M. Gross

By: [Signature]

Andrew M. [Signature]

James J. Sharkey

Frank F. Guild

Bonnie Lynne Skellid

Walter H. Adams, atty

MANHASSET-LAKEVILLE WATER AND FIRE DISTRICT

- and -

MANHASSET-LAKEVILLE FOREMEN'S ASSOCIATION

SETTLEMENT AGREEMENT

Term: January 1, 2003 through December 31, 2005

**Law Offices
Martin H. Scher
One Old Country Road
Carle Place, N.Y. 11514**

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*ALSO ADMITTED IN DISTRICT OF COLUMBIA
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April 1, 2003

State of New York
Public Employment Relations Board
80 Wolf Road
Albany, NY 12205-2604

Attn: Mr. Robert Hess

Re: Settlement Agreement
Manhasset-Lakeville Water and Fire District
- and - The Manhasset-Lakeville Foremen's
Association

Dear Mr. Hess:

Our firm is labor counsel to the Manhasset-Lakeville Water and Fire District. This letter is to inform you that a Settlement Agreement, covering the period January 1, 2003 through December 31, 2005, between the District and the Manhasset-Lakeville Foremen's Association, has been adopted by the Board of Commissioners.

Enclosed please find a fully executed copy for your files of that Settlement Agreement, together with a copy of the Board's adopting Resolution.

Very truly yours,



MARTIN H. SCHER

MHS:ke

Encls.

cc: Board of Commissioners (w/o enclosures)

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**RESOLUTION
OF THE BOARD OF COMMISSIONERS
AT A MEETING HELD ON MARCH 27, 2003**

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Commissioner James E. Sharkey offered the following resolution and moved its adoption. The members of this Board adopted the resolution after a vote:

**A RESOLUTION ADOPTING THE SETTLEMENT
AGREEMENT WHICH RENEWS THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE DISTRICT
AND THE MANHASSET-LAKEVILLE FOREMEN'S
ASSOCIATION COVERING THE FOREMEN FOR THE
TERM OF JANUARY 1, 2003 THROUGH DECEMBER
31, 2005**

WHEREAS, the foremen employed by the District are represented by the Manhasset-Lakeville Foremen's Association ("Association"); and

WHEREAS, the prior Collective Bargaining Agreement between the District and the Association covering the foremen expired by its terms on December 31, 2002; and

WHEREAS, the District and the Association have reached an Agreement over modifications and changes for a renewal Collective Bargaining Agreement covering the foremen; and

WHEREAS, the Commissioners have approved the terms of the Settlement Agreement, which renews the Collective Bargaining Agreement, and now wish to formally adopt the same on the record;

NOW, THEREFORE, BE IT AND THE SAME HEREBY IS:

RESOLVED, that pursuant to the authority vested in the Board of Commissioners by § 208 of the Public Employment Relations Act (Taylor Law), and after a review of the provisions of such Settlement Agreement which renews the Collective Bargaining Agreement between the District and the Association covering the foremen employed by the District, inclusive of all of its economic terms, such as, but not limited to, wage adjustments, and a provision which renders some of its terms retroactive to and effective from January 1, 2003, said agreement is adopted.

Dated: Manhasset, New York
March 27, 2003

AYES: Commissioner, BRIAN P. JENNINGS, Chairman
Commissioner, JAMES E. SHARKEY, Treasurer
Commissioner BONNIE-LYNNE GOULD, Secretary

NAYS: None

cc: Law Offices of Martin H. Scher, Labor Counsel