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Contract Database Metadata Elements

Title: **Marshall Department of Public Works and Service Employees International Union (SEIU), AFL-CIO, Local 200B (2000)**

Employer Name: **Marshall Department of Public Works**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **200B**

Effective Date: **01/01/00**

Expiration Date: **10/31/03**

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Labor Agreement

8161_10312003

Marshall, Town Of And Seiu Local
200-B (Dpw Unit)

Between

Town of Marshall (DPW)

and

SEIU, Local 200B, AFL-CIO

January 1, 2000 through October 31, 2003

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4/1/02

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OCT 17 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement is made by and between the Town of Marshall Department of Public Works ("Employer") and the Service Employees International Union, Local 200B, AFL-CIO ("Union"). It will be effective from January 1, 2000 through October 31, 2003.

ARTICLE 1 PURPOSE AND INTENT

Section 1. It is the purpose of this Agreement to promote and retain good relations and cooperation among the Employer, Union, and the employees represented by the Union. This Agreement is intended to set forth the terms and conditions of employment agreed to in collective bargaining and to set forth a procedure for adjusting grievances arising from the interpretation and application of the provisions of this Agreement.

ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, and working conditions for all full-time and regular part-time Motor Equipment Operators, excluding all Clerical employees, Guards, Supervisors, Temporary and Seasonal employees Elected Officials and all other Town employees. If the Employer establishes a new job classification, it will provide a copy of the job title to the Union and if, after discussion, the parties fail to agree upon the question of inclusion in, or exclusion from, the unit, either party may submit the matter to PERB for resolution.

Section 2. If regular part-time bargaining unit employees are employed, the Employer and the Union will meet to negotiate whether, and the extent to which, fringe benefit coverage should be extended to them.

ARTICLE 3 SENIORITY

Section 1. Bargaining unit seniority is defined as the length of continuous full-time employment with the Town of Marshall Department of Public Works of any employee covered by this Agreement, starting with the Employee's most recent date of hire.

Section 2. Job classification seniority is defined as the length of continuous full-time employment in a particular job classification of any employee covered by this agreement, starting with the employee's most recent date of hire.

Section 3. The dates of hire that shall be used for the purpose of determining seniority for present employees shall be:

Gary Buell
James Knutti
James Rice
Phil Stockbridge
Stanley Rybasz

April 15,1977
September 23, 1986
JULY 6, 1998
NOVEMBER 30, 1999
DECEMBER 3, 1999

ARTICLE 4
CHECK-OFF

Section 1. During the life of this Agreement, the Employer agrees to deduct from the wages of each employee, in accordance with the express terms of a signed, voluntary authorization to do so, on forms which are customarily used by the Union, the appropriate union dues. Said deduction will be remitted to the Union by the 15th day of the following month, together with a list of employees on whose behalf the deduction was made.

Section 2. The Union shall certify in writing to the Employer the amount of the monthly dues or fees to be checked off under this article. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of action taken by the Employer for the purpose of complying with any of the provisions of this article.

ARTICLE 5
NO STRIKES/NO LOCKOUTS

Section 1. During the term of this Agreement, the Union and the employees covered by this Agreement shall not cause, sanction or engage in any strike. The Employer shall not engage in any lockout during the life of this Agreement.

ARTICLE 6
LABOR-MANAGEMENT COMMITTEE

A Labor-Management committee shall be established for the purpose of reviewing work rules that will function as follows:

Section 1. The Union shall be notified in writing at least ten (10) days prior to the implementation of new work rules or modifications in existing rules. If requested by the Union, a meeting will be held between the Highway Superintendent, Union, and Town Supervisor, or his designee(s), to discuss the proposed changes. The Town retains the right to make or implement said modifications if necessary.

Section 2. The Union may also seek a meeting of the committee for work rule modifications and recommendations under the same terms as mentioned in the foregoing paragraph.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 1. The normal work week will consist of forty (40) hours, Monday through Friday. The normal work day will be from 6:30 a.m. to 3:00 p.m. with a one-half (1/2) hour unpaid meal period. Any changes in the normal work week or workday shall be made pursuant to the labor-management committee, Article 6.

Section 2. Employees required to continue to work during their lunch period will be paid for the one-half (1/2) hour meal period, and the Employer will make reasonable transportation arrangements for employees working in isolated work locations. There will normally be one (1) fifteen minute rest period for each full eight (8) hour shift.

Section 3. An employee will be paid at the rate of time and one-half times the employee's regular base straight-time hourly rate for hours worked in excess of eight hours per day or forty hours per week.

Section 4. Employees called in for an emergency and/or early shift shall be notified of such shift at least one (1) hour in advance of the beginning of such shift.

Section 5. The Employer will assign overtime on an equitable basis.

Section 6. A record of the overtime hours worked by each employee shall be posted on the department bulletin board bimonthly.

Section 7. Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

Section 8. When overtime work becomes necessary or available, the Employer may only call non-bargaining unit workers upon the following conditions:

a.) When all members of the bargaining unit have worked 150 or more hours of over time in a calendar year.

or,

b.) When, after making a good faith effort to do so, the Employer cannot locate bargaining unit members to perform said work, and the work must be completed immediately.

ARTICLE 8 WAGES

Section 1. Employees will receive wage increases according to the schedule in 'Appendix A':

Section 2. A night shift differential of \$.25 per hour will apply.

**ARTICLE 9
CALL-BACK PAY**

Section 1. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be guaranteed two (2) hours work or two (2) hours pay.

Section 2. If the call-back assignment and employee's regular shift overlap, the employee will be paid the minimum two (2) hours call in or time and one half for hours worked prior to the start of the regular shift, whichever of the two is greater.

Section 3. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which either begins at the end of the employee's regular work shift or anytime thereafter.

**ARTICLE 10
VACATIONS**

Section 1. After completion of one (1) year of full-time employment, the employee shall receive one (1) week of vacation. After completion of three (3) years of full-time employment, the employee shall receive two (2) weeks of vacation. After completion of ten (10) years of full-time employment, the employee shall receive three (3) weeks of vacation. The employee must give a minimum of two (2) weeks notice for any vacation time requested to the Highway Superintendent and vacation requests shall not be unreasonably denied.

Section 2. A day's vacation pay is computed at the employee's straight-time base hourly rate for eight (8) hours.

Section 3. Vacation time may not carry over from year to year.

**ARTICLE 11
HOLIDAYS**

Section 1. The following days will be recognized as holidays for full-time employees:

New Year's Day	Election Day
President's Day	Memorial Day
Veteran's Day	Independence Day
Thanksgiving Day	Labor Day
Day after Thanksgiving	Good Friday
Christmas Day	

Any holiday falling on a Sunday will be observed on the following Monday. Any holiday falling on a Saturday will be observed on the preceding Friday.

Section 2. Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. If required to work on a holiday, an employee will be paid holiday pay as computed above plus time and one-half his/her straight-time hourly rate for hours worked on the holiday.

Section 3. If a holiday falls during an employee's vacation, that day will not be counted as a vacation day for the employee.

ARTICLE 12 SICK LEAVE

Section 1. Each full time employee shall receive ten (10) days of Personal Sick Leave for each full year of employment (non-compounded), credited on January 1st of each year. These ten (10) days shall be prorated on a monthly basis during the first year of employment.

Section 2. All unused sick leave days as of 12:00 a.m. December 31st of each year shall be paid to the employee at the December hourly rate in the second pay check of the following January.

Section 3. Sick leave may be used in one-half (1/2) day segments and shall be compensated at the employee's regular straight-time hourly rate.

Section 4. To be eligible for sick leave pay, the employee must notify the Highway Superintendent of his/her absence as soon as possible before the commencement of the employee's scheduled shift, but in any case at least one-half (1/2) hour prior to the start of said shift. Notification can be made to the Highway Superintendent, the garage's answering machine, or the Town Supervisory s answering machine.

Section 5. The Employer may require a physicians s statement for any sick leave absence of three (3) or more consecutive days. In addition, the Employer may request a physicians s statement if an employee uses five (5) or more sick leave days per year and a pattern of abuse is suspected.

ARTICLE 13 MEAL TIME

Section 1. Employees called in two (2) or more hours prior to the start of their regular shift will be allowed one-half (1/2) hour paid time for a meal.

**ARTICLE 14
CLOTHING ALLOWANCE**

Section 1. The Employer will provide two (2) pairs of coveralls per employee on an annual basis.

Section 2. One (1) pair of hard toe safety shoes, not to exceed \$100 in cost every year. The employee will purchase the shoes and submit a receipt to the Town for reimbursement. Mandatory use requirement of the shoes will be specified by the Highway Superintendent.

**ARTICLE 15
PERSONAL LEAVE**

Section 1. Upon completion of their first anniversary date, full time employees will be entitled to two (2) personal days each calendar year to conduct personal affairs. An employee must request permission to take a personal day at least seventy two (72) hours in advance, except that in emergency situations an employee must give the Employer only such advance notification as is possible. An employee's request for personal days will be granted consistent with operational requirements and will not be unreasonably denied.

Section 2. A day of personal leave is computed at the employee's straight-time base hourly rate times eight (8) hours.

Section 3. Unused personal leave days will be cashed out in the same manner as unused sick leave days as contained in Article 12, Section 7.

**ARTICLE 16
BEREAVEMENT LEAVE**

Section 1. In the event of a death in an employee's immediate family (spouse, child, parent, step-parent, brother, sister), the employee will be granted up to a maximum of three (3) days' leave with pay for days that he would otherwise have worked in order to attend funeral services. In the event of a death of a family member, including grandparent, father-in-law, mother-in-law, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, an employee may use their personal leave time to attend funeral services.

**ARTICLE 17
JURY DUTY**

Section 1. An employee required to serve on jury duty will receive the difference between his regular straight time hourly pay for eight (8) hours and the amount of jury pay received for each scheduled work day on which he serves on jury duty.

**ARTICLE 18
MILITARY SERVICE**

Employees will be granted all employment and reemployment rights to which they are entitled under the applicable Federal and State statutes.

**ARTICLE 19
VACANCIES AND PROMOTIONS**

Section 1. When a permanent job vacancy is to be filled in the bargaining unit, the Employer will post a notice of such vacancy for a period of five (5) working days, unless the job is of such a nature that it must be filled immediately pending the outcome of the posting and selection procedure. The notice of vacancy will state the job classification, rate of pay, and general nature of the job requirements.

Section 2. Employees may submit, in writing, a bid for the posted position prior to the end of the posting period. If the Employer decides to fill a vacancy by a promotion from within the bargaining unit and two (2) or more employees seek the promotion, seniority will be considered, but the primary factors shall be skill, ability, and qualifications, as determined by the Employer.

Section 3. To the extent applicable, Civil Service Law and Rules shall govern vacancies and promotions, notwithstanding any conflicting provision of this Article.

**ARTICLE 20
LAYOFF AND RECALL**

Section 1. In the event of a layoff the Employer shall determine the job classifications affected and then implement the layoffs in accordance with job classification seniority. The employee with the least of job classification seniority in the affected classification shall be laid off first. If the Employer anticipates layoff of more than thirty (30) days, an employee targeted for layoff shall have a single opportunity to displace the least senior bargaining unit employee who occupies a job for which the targeted employee is qualified.

Section 2. When a recall occurs, the employee laid off last shall be rehired first.

Section 3. To the extent applicable, Civil Service Law and Rules shall govern layoffs and recalls notwithstanding any conflicting provision of this Article.

Section 4. The Employer will give at least one (1) week notice to the Union and those affected employees prior to the commencement of a layoff.

**ARTICLE 21
NON-DISCRIMINATION**

Section 1. The Employer and the Union shall comply with all applicable state and federal laws with respect to discrimination against an employee. Any reference in this Agreement to the male gender shall be deemed to include the female gender.

**ARTICLE 22
DISCIPLINE AND DISCHARGE**

Section 1. The Employer may discharge or otherwise discipline an employee who has completed the probationary period for just cause. Disputes as to discipline or discharge may be processed through the grievance/arbitration procedure of this Agreement.

**ARTICLE 23
GRIEVANCE AND ARBITRATION**

Section 1. A grievance shall be any matter involving a dispute over the interpretation or application of a term or terms of this Agreement and shall be subject to the following procedure.

Step 1. All grievances shall be reduced to writing, signed by the employee, and submitted to the Highway Superintendent within five (5) working days of the act or occurrence giving rise to the grievance. The written grievance must identify the Article of this Agreement that is alleged to have been violated. The Highway Superintendent shall respond to the written grievance in writing within five (5) working days of the receipt of the written grievance.

Step 2. If the grievance is not resolved in Step 1, the Union may, within seven (7) working days after receipt of the Step 1 response, submit the grievance to the Town Board. The Town Board shall respond in writing within ten (10) working days thereafter. If the grievance is not resolved in Step 2, the Union may, within ten working days after the receipt of the Step 2 response, submit the grievance in writing (with a copy to the Employer) to a mutually agreed upon arbitrator or, if one is not agreed upon, to PERB for assignment to an outside arbitrator in accordance with its voluntary arbitration rules.

Section 2. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 3. Should the grievant or his/her representative fail to appeal within the stated time limits, the grievance and any claim of remedy shall be considered waived.

**ARTICLE 24
CREDIT UNION**

If the employees choose to participate in a credit union, the Employer agrees to make such payroll deductions and submissions to the credit union as are properly authorized by each employee in writing. It is understood that the employees and/or Union are solely responsible for their participation in the credit union and that an indemnity provision similar to the indemnity for check-off of union dues will be added to the contract to protect the Employer from any claims and liability arising from the credit union operation.

**ARTICLE 25
VOLUNTEER FIREFIGHTING**

The Employer's current practices regarding the release of employees for the performance of volunteer firefighting service will be continued in effect for the duration of this Agreement.

**ARTICLE 26
PART-TIME EMPLOYEES**

Section 1. Part-time employees employed on a regular basis of twenty (20) hours or more each week, but less than forty (40) hours each week, shall be covered by this Agreement, but on a pro-rated basis.

**ARTICLE 27
PERSONNEL FILES**

Section 1. Employees, or their designated Union representative, will have the right to review their personnel files upon request.

Section 2. Employees will have the right to attach rebuttals to any material contained in their personnel file.

Section 3. The Town and Union agree to form a committee to review all employee personnel files for the purpose of determining the merit of materials contained therein and deciding if these materials should remain in the employee's personnel file.

**ARTICLE 28
NEW EMPLOYEES**

Section 1. New employees will be informed, in writing, of all benefits available to them at the beginning of their employment, i.e. status, title, salary, sick leave, vacation, etc.

Section 2. The Town will notify the Union Steward within five (5) days of all new bargaining unit employees hired, their position, step, titles, and hourly pay.

**ARTICLE 29
MANAGEMENT' S RIGHTS**

Subject to the terms of this Agreement, the management of the Town and the direction of the working forces are vested exclusively with the Town. The Town retains the sole right to hire, discipline, discharge, layoff, assign and promote, and to determine or change the starting and quitting times and the number of hours to be worked; to promulgate rules and regulations; to assign duties to the work force; to reorganize, discontinue or enlarge any department or division; to transfer employees within departments to other departments, to other classifications and to other shifts; to introduce new or improved methods or facilities; to reclassify positions and to carry out the ordinary and customary functions of management, whether or not possessed or exercised by the Town prior to the execution of this Agreement, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

**ARTICLE 30
LEGISLATION**

Section 1. In the event of an enactment of laws or regulations either by the State of New York or the Federal Government conflicting with the provisions of this Agreement, this Agreement shall be re-adjusted by the parties hereto in conformity with such laws or regulations.

Section 2. In the event that any sections of this Agreement are found to be illegal, such illegality shall not in any way effect any other parts of this Agreement.

**ARTICLE 31
HEALTH INSURANCE**

Section 1. The Town will provide health insurance coverage through the Service Employee Benefit Fund (SEBF) \$1,000,000 lifetime plan. The Employer may change the program(s) or Carrier(s) at its discretion. Should the Employer change program(s) or Carrier(s), equitable benefit levels will be maintained. Rates for the SEBF health insurance are stated in "Appendix B".

Section 2. Employees hired full-time after January 1, 1997 who elect family coverage, will contribute ten percent (10%) of the monthly premium toward the cost of that coverage.

Section 3. During the life of this Agreement, the Town will pay 100% of the individual or family premium for each bargaining unit member's participation in the Service Employees Benefit Fund (SEBF) Basic Dental Plan. For those bargaining unit members who wish to participate in the SEBF Basic Plus Prosthetic Plan, such bargaining unit members will be required to pay, through automatic payroll deduction, the difference in cost between the Basic and the Basic Plus Prosthetic Plans. The Town will participate in such payroll deduction upon receipt of a voluntary deduction form from the employee. Rates for the SEBF Dental insurance are stated in "Appendix C".

Section 4. During the life of this Agreement, the Town will pay 100% of the cost for each bargaining unit member's participation in the Service Employees Benefit Fund (SEBF) Optical Benefit at a cost of \$2.50 per month per bargaining unit member.

**ARTICLE 32
RETIREMENT BENEFITS**

The Employer will continue to participate in its Retirement Plan for eligible employees.

**ARTICLE 33
DRUG-FREE WORKPLACE POLICY**

Section 1. The Town of Marshall is committed to the development and maintenance of an alcohol and drug-free environment and, in accordance with the Drug-Free Workplace Act of 1988, will not tolerate the unlawful possession and use of alcohol and/or controlled substances on its premises. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in and on property owned or controlled by the Town of Marshall.

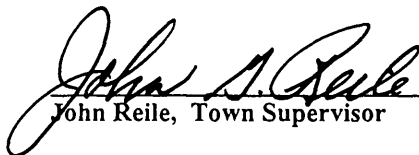
Section 2. Compliance with the provisions of this policy shall be a condition of employment. Disciplinary action up to and including termination of employment and/or satisfactory participation in an alcohol and/or drug rehabilitation program may be required by any employee who is found to be in violation of this policy.

Section 3. In compliance with the Drug-Free Workplace Act of 1988, any individual must notify the Town Supervisor within five (5) calendar days of a conviction of any criminal drug statute violation which has occurred in or on the workplace premises.

ARTICLE 34
TERMS

This Agreement shall continue in full force and effect for the period from January 1, 2000 to October 31, 2003, and the parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. Negotiations for a successor agreement shall begin not sooner than six (6) months prior to the expiration date listed above.

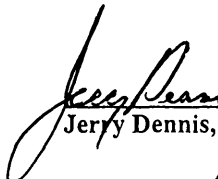
FOR THE TOWN OF MARSHALL



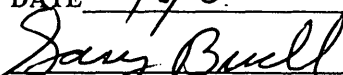
John Reile, Town Supervisor

DATE: 4/7/00

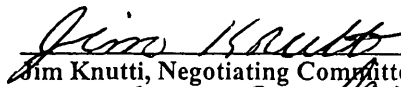
FOR SEIU LOCAL 200B




Jerry Dennis, President

DATE: 4/6/00


Gary Buell, Chief Steward



Jim Knutti, Negotiating Committee



Bob Tompkins, Chief Negotiator 4/6/00



PACKING HOUSE ROW • 406 S. FRANKLIN STREET • P.O. BOX 1540 • SYRACUSE, N.Y. 13201

October 25, 1989

(315) 424-1750

3

David Hazelden
Town Supervisor
Town of Marshall
PO Box 456
Waterville, New York 13480

DEC 01 1989

Dear David:

This correspondence is sent to stand as a formal side letter to the agreement between the Town of Marshall and Local 200-B, Service Employees International Union regarding the use of vacation time during the winter months.

It is our understanding that employees may be required to return to work from vacation from November 1st through April 1st of each year for emergencies that arise beyond the control of the Town.

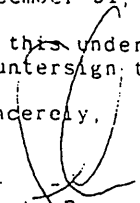
Therefore, employees who are on vacation agree to make themselves available to such emergency work, provided that they are notified of such work one (1) hour prior to the commencement of the emergency work or their regular shift, in accordance with Article 7, Section 4.

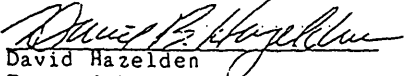
In addition, employees will be allowed to request and take vacation time in increments of less than one (1) week with the proper notification, as outlined in Article 10, Section 1.

Lastly, it is our understanding that the the agreements contained in this side letter will expire and become inoperative at the expiration of the existing labor agreement, which has an expiration date of December 31, 1991.

If this understanding is satisfactory to you, I would ask that you countersign this letter and return one original to my office.

Sincerely,


Dennis Eames
Secretary-Treasurer


David Hazelden
Town of Marshall Supervisor

Jerry Dennis
PRESIDENT

Liz Golemboski
VICE PRESIDENT

Dennis Eames
SECRETARY-TREASURER

An Davis Jr
RECORDING SECRETARY

"Corky" Brink
SERGEANT-AT-ARMS

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Appendix 'A'

WAGES:

	<u>2000</u>	<u>2001</u>	<u>2002</u>
Start Rate	\$10.00	\$10.00	\$10.00
Year 1	\$10.52	\$10.50	\$10.47
Year 2	\$10.93	\$10.91	\$10.88
Year 3	\$11.34	\$11.32	\$11.29
Year 4	\$11.75	\$11.73	\$11.70
Year 5	\$12.16	\$12.14	\$12.11
Year 10	\$12.57	\$12.80	\$13.02
Year 15	\$12.98	\$13.21	\$13.43
Year 20+	\$13.39	\$13.62	\$13.82

Year 4 2003: 3% Across-the-Board increases on January 1, 2003. Starting rate remains at \$10.00/hour

“Appendix B”

Annual Rates for Service Employee Benefit Fund Health Insurance

<u>Type of Coverage:</u>	<u>11/1/99 – 10/31/00</u>	<u>11/1/00-10/31/01</u>	<u>11/1/01-10/31/02</u>	<u>11/1/02-0/31/03</u>
Individual	\$163.05/month	\$171.20	\$179.77	\$197.75
Family	\$370.04	\$388.54	\$407.97	\$448.77

“Appendix C”

Annual Rates for Service Employee Benefit Fund Dental Insurance

<u>Type of Coverage:</u>	<u>11/1/99-10/31/00</u>	<u>11/1/00-10/31/01</u>	<u>11/1/01-10/31/02</u>	<u>11/1/02-10/31/03</u>
Individual Basic	\$6.11/month	\$6.61	\$7.11	\$ 7.61
Family Basic	\$15.08	\$15.58	\$16.08	\$16.58
Individual Basic Plus Prosthetic	\$9.57	\$10.07	\$10.57	\$11.07
Family Basic Plus Prosthetic	\$38.82	\$38.82	\$38.82	\$38.82